VOL. XLIX., No. 31.
The Solicitors' Journal.
LONDON, JUNE 3, 1905.

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THE FOLLOWING are the names and dates of call to the bar of the new King's Counsel: Mr. HENRY ANSELM DE COLYAR, South-Eastern Circuit, 1871; Mr. EDWARD FORBES LANKESTER, Northern Circuit, 1878; Mr. WILLIAM TYNDALL BARNARD, Probate and Divorce Bar, 1879; Mr. ALBERT GRAY, Counsel to the Chairman of Committees in the House of Lords, 1879; Mr. SIMON JOHN FRASER MACLEOD, Western Circuit, 1881; Mr. WILLIAM JAMES NOBLE, Midland Circuit, 1882; Mr. ERNEST MURRAY POLLOCK, South-Eastern Circuit, 1885; Mr. CHARLES FRANCIS VACHELL, Oxford Circuit, 1886; Mr. LAURISTON BATTEN, Oxford Circuit, 1886; and Mr. HENRY ERLE RICHARDS, Oxford Circuit, 1887.

Injunction in Light and Air Cases.

THE LUCID and admirable judgment of Mr. Justice FARWELL in the case of *Higgins* v. *Betts* (reported elsewhere) furnishes a much-needed commentary upon the recent decision of the House of Lords in *Colls* v. *The Home and Colonial Stores* (53 W. R. 30; 1904, A. C. 179). There has been a tendency to assume that the result of that case is to increase the difficulty of securing an injunction in an action to protect ancient lights almost to the point of making such relief unobtainable. Mr. Justice FARWELL set himself in his judgment to explain how the law in regard to the granting of injunctions in light and air cases must now be taken to stand. In his lordship's opinion, what the House of Lords has done is to insist upon the court taking up a new position in regard to the evidence necessary for obtaining an injunction. Deprivation of light is to be regarded as a nuisance exactly on a plane with the nuisances of smell or noise, with, of course, the difference that it

attaches to a house, not *ab initio*, but by prescription. It is not to be considered as a trespass *pro tanto* on a fixed and definite right of property. As long enjoyment of unusual freedom from noise confers no increased legal protection from ordinary noises, so the enjoyment of an unusual supply of light is not to be regarded as conferring a right to any light greater than the ordinary amount necessary for the usual purposes of a house. Briefly, the courts are directed by the House of Lords to turn their attention to seeing what light is still left to a plaintiff's house, not merely to measuring that which has been taken away from it by the new building. If, when viewed in this way, a substantial nuisance is made out, the appropriate remedy will still be an injunction. We hope to return hereafter to the consideration of the judgment in the recent case.

The Functions of a Public Trustee.

A CORRESPONDENT, writing to the *Times* of the 25th ult., states very clearly the view we have already expressed in these columns as to the legitimate scope of the Public Trustee Bill. He points out that if a public trustee is appointed to exercise discretionary trusts, the inevitable result will be that the banking business of trusts will be concentrated at the Bank of England, and that the professional business will be placed in the hands of an official solicitor, an official broker, &c. The public trustee will only be concerned with seeing that the business is being done with as little trouble to himself as possible, and it will certainly save trouble for him to be always in communication with the same people. It is, as the correspondent remarks, the natural result of his official position. But the appointment of a public trustee with full administrative powers is not required in order to remedy the only matter which calls for attention. "In my view," says the correspondent, "all that is wanted is that the public trustee should be appointed to take charge when required of the capital funds; that, where there are respectable trustees and advisers, they should have the whole discretion of management; that when an investment is changed, and upon evidence that the investment is within the powers of the trust, all the public trustee should have to do is to see that the money for the securities sold is reinvested." This, we may again suggest, represents exactly the scope to which the functions of the public trustee should in all ordinary cases be restricted. It may occasionally happen that no independent trustees can be found, and then there is an argument for an official being appointed to be trustee. "But that," says the same writer, "should be confined to very special cases, and only at the request of a large number of the parties interested, and upon evidence that no responsible or respectable trustees can take the position of what, for simplicity, I call advising and managing trustees."

The Law Society's Scheme of Legal Education.

ONE OF the most important developments in the Law Society's re-organized scheme of legal education has just received official sanction. The Council offers twelve scholarships of the annual value of £50 each, tenable for three years, on condition that the holder pursues a course of legal studies approved by the Council. Half of these scholarships are reserved for men who have not yet actually joined the solicitors' branch of the legal profession, the other half are open to articled clerks in different stages of their service. Of the former group, again, one half are restricted to candidates under the age of nineteen, while the other are open only to university graduates. In making this offer, the Council has been animated by a desire to make its scholarships inducements to systematic study rather than the reward of successful competition. There will necessarily be an examination to test the merits of the candidates; but the object is to secure men at an early stage of their careers, in the hope that the education pursued may operate when their minds are in a plastic stage; and the examination will necessarily, therefore, be directed to bring out promise rather than achievement. Successful candidates who are London students will be expected to pursue their studies under the care of the society's own teaching staff; country students will probably avail themselves of the new centres of legal education which are springing up in various large towns, and which it is the hope of the Council, in another branch of its policy, to support and strengthen. But, in either case, it will be the object of the Council to substitute systematic and continued study for the hurried reading in the last year or six months of his service, which is too often regarded as the normal and correct practice for an articled clerk. The scholarship examinations will be held this year, owing to the pressure of time, in October; but in a general way they may be expected to be held in June, in order that the elected scholars may enter upon their studies in the autumn session.

Contributory Negligence.

IN AN action recently brought in the courts of Louisiana, the plaintiff recovered judgment against the defendants, a company who were working an electric tramway, for damages resulting from the death of her husband through their negligence in not causing a span wire to be properly insulated. A second action was afterwards brought by the widow of another workman who, in a generous effort to rescue his comrade by pulling away the wire, was killed. The plaintiff in this second action having recovered a verdict with substantial damages, the question was argued before the Supreme Court whether the death of the plaintiff's husband was due to contributory negligence on his part. Several cases were cited in which the plaintiffs had been injured in their attempt to save others from imminent danger. One of these was a singular one. The city authorities of Philadelphia had caused a trench to be dug in one of the streets of that city which became filled with a deadly gas, and which they had abandoned, leaving it without the necessary and proper safeguards to protect those passing by from falling into it. A child went into the trench to recover his ball which rolled into it, and became overcome by the gas, whereupon a stranger went into the trench and became himself overcome by the gas and died. The child revived and escaped injury. In an action by the mother of the deceased person against the municipal corporation to recover damages for the death of her son, the court considered that there was evidence of negligence for the jury, for under the circumstances there was no contributory negligence on the part of the deceased person in endeavouring to save the child. He had no time for deliberation, and the law would not say that under the circumstances he had been guilty of rashness. A similar question may sooner or later be raised in the English courts, who may possibly regard the matter from a narrower point of view.

The Jesting Judge.

THE POINTED remarks made by Lord Justice VAUGHAN WILLIAMS at the dinner of the Union Society of London on the expediency of some "limitation to the joking powers of the bench" will be heartily welcomed by men who, like the correspondent whose letter we print elsewhere, have a keen regard for the dignity and reputation of the bench. In one respect we think that the learned Lord Justice must have been misreported. He must have meant limitations on attempts to joke. He cannot have intended to suggest that the chief judicial offender has any real "joking power," for nature does not seem to have endowed him with the faculty of making a jest which would pass muster outside the walls of his court. His so-called jokes, if uttered by a professional jester of the sawdust, would ensure his immediate dismissal. But before an audience of ushers, jurymen, and spectators they elict uproarious laughter and give the judge the fond fancy that he is establishing his reputation as a judicial wag of the first order. Meanwhile the hearing of cases is delayed, witnesses are confused, and the attention of the jury is distracted from the issue they have to determine. This is bad enough in civil cases, but what are we to say to the statement of our correspondent that in a murder case the judge, "not long before he pronounced the capital sentence, passed off a joke at which there were 'roars of laughter'"? We are not told the name of the judge who perpetrated this outrage, but we do not think it can have been the judicial personage above referred to, for he has certainly not a callous disposition; it must have been some rival of his in the race for the position of chief jester of the bench. Whoever it was, however, we must obviously be prepared for new and eminently facetious forms of sentence on criminals. Before long we shall probably read that a

criminal, convicted of a highway robbery with violence, has been addressed by the judge in the following terms: "Now JOHN STUBBS, as a *solatium* for the trouble you incurred in carrying out your little adventure on the highway, I have the pleasure to inform you that for five years to come you will be provided with board and lodging at the public expense—(laughter)—in fact, I may say that, in accordance with a prevalent practice in higher ranks of life, you will be entertained as a paying guest—(increased laughter)—your payment being the very reasonable recompense of fifty, not pounds, but strokes with a cat o' nine tails per annum, and not to be paid, but to be received by you in private once in each of the first three years during which you will be such paying guest. (Roars of laughter.) As to your diet, I believe that the *menu* will be simple and nutritive, and I doubt not that, before you have long been a guest, you will become conscious that you are an infinitely more 'skilly'-ful man than you ever yet have been. (Shrieks of laughter, during which the prisoner was led away.)"

The Liability of Trade Union Funds.

THE JUDGMENTS of the Court of Appeal in *The Denaby, &c., Collieries (Limited)* v. *The Yorkshire Miners' Association* (*Times*, 20th ult.) shewed an important difference of opinion as to the liability of the funds of the defendant association to pay damages for wrongful conduct committed in the course of a strike. That trade union funds may be made liable, if the trade union is responsible for wrongful conduct on the part of its members, was settled by the *Taff Vale Railway case* (1901, A. C. 426), and hence it is now merely a question of the extent to which the union has made itself responsible under the particular circumstances. In the present case the strike was commenced by certain branches of the association, and, though it was illegal in its inception by reason of the men leaving their work without due notice, and in its continuance, apparently, by a certain amount of intimidation, yet the majority of the Court of Appeal (MATHEW and COZENS-HARDY, L.JJ.) held that the central body were not responsible for the action of the branches. Moreover, the payment of strike pay did not, in the view of COZENS-HARDY, L.J., render the association liable for any illegal acts committed in the course of the strike, nor was it, according to MATHEW, L.J., evidence of conspiracy to injure the employers. The Master of the Rolls declined to allow of this severance between the support of the men by strike pay and responsibility for their acts. The payment of strike pay was, in fact, *ultrà vires*, and it will be remembered that it was stopped by the injunction in *Howden* v. *Yorkshire Miners' Association* (1903, 1 K. B. 308), recently affirmed by the House of Lords. Hence this long litigation has reached another stage, but not the last one. The trade union now hold the lead, but only a very rash man would venture to prophesy whether they will still hold it when the House of Lords considers the case. At present there are two judges who have decided one way and two who have decided the other; the Master of the Rolls supporting the verdict found for the company under the direction of LAWRANCE, J., but being overruled by MATHEW and COZENS-HARDY, L.JJ., who have decided that there was no evidence to support the verdict.

AS FAR as one part of the case goes there does not seem to be much room left for doubt; it does not appear that the union were in any way responsible for the initiation of the strike. Therefore, they were not guilty of conspiracy to induce the men to break their contracts of service. The contracts of service having been broken, however, the whole responsibility for maintaining and continuing the strike seems to rest upon the union; and the question which will have to be settled by the House of Lords is whether the conduct of the union was such as to be actionable at the suit of the plaintiffs, who were undoubtedly large losers in consequence of such conduct. On this point the jury found that the union maintained, and assisted in maintaining, the strike by unlawful means, by intimidating men who were actually working for the plaintiffs to cease working, by intimidating men who were willing to work to induce them not to work, and by illegally using the funds of the union to support the men on strike. As we have said, the House of Lords has already decided that this use of the funds was illegal, so that that part of the finding is not open to question. Two of the judges of the Court of Appeal, however, do not think that this illegal act renders either the union itself or its officers who actually performed the act liable in damages. There can be no doubt that the strike could not have continued but for this illegal payment. Now, one of the chief objects of a trade union is to keep up wages, and a strike or a threat of a strike supplies the only means of attaining that object. Hence the organizing and control of strikes is one of the most important duties of the officials of a trade union. It can hardly be said, therefore, that when such officials are working to maintain a strike they are acting outside the scope of their authority. And if they are parties to illegal acts while acting within such scope, it is hard to see why they, and their principals, the union, are not responsible in damages to those who are direct sufferers from such acts. This case is only one more proof of the extraordinary confusion which now exists as to questions affecting trade unions. No one knows where he is in such questions, and litigation between employers and unions goes on in the midst of a thick fog in which it is more or less a matter of chance which party gets hit.

Mortgage of a Diamond Ring.

IN THE CASE of *Salebes* v. *Castelberg* (98 Maryland Rep. 645 the Court of Appeals of Maryland has had to consider a question rather out of the ordinary course of legal procedure—viz., whether a diamond ring may be the subject of a chattel mortgage, or as we should call it in England a bill of sale? A mortgage or bill of sale of chattels in this country may no doubt be made subject to a condition, and the possession is not, as in the case of a pledge, necessary for its validity. The complicated regulations of the Bills of Sale Acts and the order and disposition clause in the Bankruptcy Act make the security a hazardous one, but bills of sale of household furniture and stock-in-trade are common enough. But we do not remember to have heard of a bill of sale of jewellery, which is intended to remain in the possession of, and to be actually worn by, the grantor. There are plenty of stories of how ladies of fashion have been forced to pledge their diamonds and to substitute for them imitations made of paste. But if they could persuade the lender to forego delivery of the precious stones and to content himself with a mortgage, there would no longer be any painful anxiety lest the absence of their treasures should be discovered. In the American case the buyer of a diamond ring from the plaintiffs executed a mortgage of it to them to secure the payment of part of the purchase-money. After making some payments under the mortgage, he pawned the ring with the defendant, against whom the plaintiff brought an action of trover. In this action it was argued that an article of wearing apparel, or an ornament which attends the person in the daily walks of life, is not the subject of a mortgage, and that to hold otherwise might lead to the perpetration of fraud upon innocent purchasers for value. A person dealing with another who is in possession of an article of personal ornament is entitled to believe that he is the true owner. The court ultimately held that, in the absence of any statute prohibiting the transaction, the ring might be the subject of a mortgage, and it seems to us that the case of *Reeves* v. *Capper* (5 Bing. N. C. 136) is an authority in favour of a similar decision by the English courts.

The Unlawful Transfer of Passports.

THE PROSECUTION by the Government of two persons on a charge of conspiring to obtain a passport by falsely stating that it was to be used by one of them for the purpose of travelling in Russia, whereas it was intended to be falsely and fraudulently used by some other person—thus endangering the peaceful relations existing between the English and Russian nations—is one of an unusual character, and it may not be inappropriate to make a few observations on the law relating to the subject, without wishing to say a word upon the merits of the particular case. A passport, as is well known, is a formal document issued by the Government of a State to which a traveller belongs authenticating his right to travel in foreign countries, and his right to the protection of the foreign authorities. It is unnecessary to say that such a document is often of great value as constituting a

warrant of protection for the person specified in it, and that it is not transferable by the person named in the permission, for although there might be no objection to the privilege being granted to him, there might be serious objections against any individual who might be substituted for him. It is, however, according to common experience, not only in the case of passports but of other documents of title, that many persons pay no attention whatever to the words "not transferable," and do their best to put strangers in their place. It would scarcely be disputed that passports were obtained by Englishmen of good position during the Austrian occupation of Italy and were placed by them at the disposal of Italian refugees who wished to return to their country for the purpose of taking part in political conspiracies. A foreign government has surely a right to ask that every reasonable effort should be made by the State granting the passports to prevent these official vouchers from being used by rebellious subjects in the prosecution of their schemes. We believe that the United States have enacted a law imposing heavy penalties upon those who, having obtained passports, deal with them in a manner prohibited by the terms of the grant. We have been unable to find any English statute of the like description, and the offence would therefore be only indictable as a misdemeanour at common law. Having regard to the fact that such an offence is calculated to embarrass our Government and our diplomacy abroad, it may be thought expedient to bring before Parliament some measure which may have the effect of strengthening the general law.

Income Tax—Deduction from Profits.

We are not surprised that the decision of the Court of Appeal in *Strong* v. *Woodfield* (reported elsewhere), as to the right of the appellants to deduct damages and costs which they had incurred from the amount of profits for which they were assessed for income tax, has failed to satisfy certain writers in the daily papers, who consider it a case of great hardship. The appellants were a company formed for the acquisition and management of a number of hotels and public-houses, and were assessed to income tax upon the average of their profits for three years. They claimed as a deduction from these profits the damages and costs which they had incurred in defending an action brought against them for injuries sustained by a guest at one of their licensed houses, caused by the falling of a chimney during a gale. The plaintiff was a guest in this inn, and was in bed at the time when the chimney fell through the roof owing to the gale, and injured him. He obtained a verdict of damages on the ground that the fall of the chimney was owing to the negligence of the appellants in allowing it to get out of repair. The appellants contended that, in ascertaining the profits in respect of which they were liable to be assessed, allowance ought to be made for the expenditure in respect of the claim for damages before the profits of the year could be ascertained. The law relating to deductions from profits liable to income tax is contained in section 100, cases 1 and 2, of the Income Tax Act, 1842, by which no deductions from profits are to be allowed on account of loss not connected with or arising out of the trade or concern, or for expenses not being money exclusively laid out for the purposes of such trade or concern. Mr. Justice Phillimore held that the appellants were entitled to the deduction claimed by them, but his decision was reversed by the Court of Appeal upon the broad principle that, while expenses which were properly incurred for the purpose of earning the profits might be deducted, there was no right to deduct an expense which was to come out of the profits after they had been earned. The damages incurred by the appellants were not an expense incurred by them in earning the profits. We can understand that this decision will not satisfy many persons engaged in business. But it has often been said that the judges must be governed by the words of the Act, and must not allow any item in favour of the person who is taxed merely because it is an item which would properly find its way into a profit and loss account between a man and his partners or as kept by himself. The Court of Appeal take occasion to observe that the loss sustained by the negligence of the owners of the house was not a loss arising out of the trade or concern, inasmuch as it was not incidental to the business of an innkeeper, and was not incurred in earning their profits. It may at some future period be necessary to decide whether an innkeeper whose guests have recovered damages against him for the loss of their luggage is entitled to a deduction from his profits in respect of these damages.

"The Stranger in Blood."

Mr. W. P. W. Phillimore's article in the *Law Magazine and Review* on the liability to duty of legacies to illegitimate children raises and suggests some curious points. Under the description of "Strangers in Blood" (see schedule to the Stamp Act, 1815, 55 Geo. 3, c. 184) these legacies have always been charged with a duty of 10 per cent., and successions of illegitimate children have been similarly charged under section 10 of the Succession Duty Act, 1853, whereas legacies to children (until the Finance Act, 1894, which merged them in estate duty) and successions of children were charged at the value of 1 per cent. only. Mr. Phillimore, while admitting to the full the disabilities of illegitimate children both under the Statute of Merton and in the construction of wills, contends that as by the hypothesis they are not physically strangers in blood, and as they cannot be of any other degree of relationship than that of children, they are children within the meaning of the Succession Duty Act, and that the "invariable practice of the Inland Revenue authorities is wholly unjustifiable," adding that "these considerations are equally applicable to the question as to what amount of legacy duty is payable by all illegitimate relatives of any degree." If this knot should require legislation to untie it, such legislation should also deal with the question of the recoverability of overcharges made in the past, if it should, by any chance, be thought fit to make Mr. Phillimore's proposition law. The payments of the overcharges, if overcharges they were, were payments made in mistake of law, which are ordinarily irrecoverable. There are, however, exceptions to this rule (see, *e.g.*, *Stone* v. *Godfrey*, 5 De G. M. & G., at p. 90), where it was laid down by Turner, L.J., that the rule of irrecoverability does not apply where there is any equitable ground for an exception, and *Re Opera* (1891, 2 Ch. 154), which is to the effect that any officer of a court who has in his hands a sum of money which has been paid to him erroneously under a mistake of law will be ordered to repay it; and it might possibly be that a court would apply the principle of these cases to duties overpaid.

Discretion as to Costs of a County Court Judge.

In the recent case of *Everall* v. *Brown*, a King's Bench Divisional Court have determined a point indirectly referred to in *Aston Tube Works* v. *Dumbell* (52 W. R. 444; 1904, 1 K. B. 535), and have held that there is nothing in section 65 of the County Courts Act, 1888, to deprive a county court judge of the wide discretion as to costs vested in him by section 113 of that Act, which provides that "all the costs of any action or matter in the court not herein otherwise provided for, shall be paid by or apportioned between the parties in such manner as the court shall think just, and, in default of any special direction, shall abide the event of the action or matter." Some doubt as to whether this was the case seems to have been generated by certain *obiter dicta* in *Wright & Sons* v. *Bull* (1900, 2 Q. B. 124), as to the meaning of the words "not herein otherwise provided for" in the section last cited. According, however, to the decision given in the case under consideration, these words do not refer to the case of an action of contract remitted to the county court, as to the balance of a claim (in respect of part of which the plaintiff has previously recovered judgment under order 14 of the R. S. C.), and so, under such circumstances, the county court judge has full jurisdiction, under section 113 above mentioned, to make a special order as to such costs as have not already been dealt with in the High Court.

Attendances of Members of the Council of the Law Society.

We give elsewhere the usual annual return of the attendances at meetings of the Council and committees of the Law Society. As might be expected from the energy with which Mr. Rawle has discharged the duties of President, he heads the list with an aggregate of 176 attendances, Mr. Barker comes next with 144, and Mr. Pennington is a good third with 133 attendances to his credit.

The Retirement of Mr. Wolstenholme.

We announce, with deep regret, the resignation by Mr. E. P. Wolstenholme of the office of one of the Conveyancing Counsel of the Chancery Division, preliminary to his retirement from practice. The event calls for special notice, not merely because by his retirement we lose an adviser of consummate ability—as subtle as broad and practical in the application of law to facts and in the construction of documents—and a brilliant conveyancer, but more particularly because of the important part he took in the framing of the Conveyancing and Settled Land Acts. In this respect he has laid both landowners and the profession under a heavy debt of gratitude. It is only practitioners who have to deal with these pieces of legislation who can fully appreciate the skill and care with which the various schemes they contain are worked out. When it is considered that they were, as to conveyancing matters, thought out and drafted by a man in the midst of an overwhelming practice the wonder grows, and when it is known (as we believe is the fact) that all this drafting work was done gratuitously and without fee or reward, it reaches a climax. Surely these remarkable facts deserve some formal recognition by both branches of the profession.

The history of these measures is interesting. We believe we are correct in saying that it was somewhat after this wise: Sometime in 1879 Lord Cairns sent for Mr. Wolstenholme, and asked him whether a measure could be devised enabling tenants for life of landed estates to deal with them in the same manner as would be done by a prudent owner in fee. He was answered that it could be done, but that a Bill for shortening deeds was also urgently required. Thereupon Mr. Wolstenholme was requested to submit suggestions to the Lord Chancellor with regard to both the proposed measures. These suggestions were speedily furnished, and the drafting of the Bills was confided to Mr. Wolstenholme's relative, Mr. F. S. Reilly (afterwards Counsel to the Speaker). But the instructions were not given until December, 1879, and it was essential that the measures should be introduced at the opening of the session, hence barely two months were left for their drafting. At Mr. Reilly's request, Mr. Wolstenholme prepared for him in draft the conveyancing portions of the Bills; these portions were put into Parliamentary shape by Mr. Reilly, and the remaining portions of the Bills were drafted by him. The task was accomplished, and in February, 1880, the Bills, together with the Solicitors' Remuneration Bill, were introduced in the House of Lords and were subsequently read a second time. Their further progress was stopped by the dissolution of Parliament in March, 1880, but in the following year, as we all know, the Conveyancing and Remuneration Acts became law. In 1882 the Settled Land Bill, together with the Conveyancing Bill, 1882, passed the House of Lords, and were referred to a Select Committee of the House of Commons in June of that year. This committee sat upon the Bills until the end of July, and Mr. Wolstenholme attended for eight days to explain their provisions. The Committee, largely at his suggestion, added to the Settled Land Acts several important clauses (*e.g.*, sections 21 (1), 37, and 63), and, apart from this, advantage was taken by the framers of all the Bills of the delays in passing them to polish up and amend their provisions. And this work was, as we have said, largely done by the busiest conveyancer in Lincoln's-inn, and, except as regards a trifling allowance as a witness before the Parliamentary Committee, without a single penny of remuneration!

With all our regret, we must admit that no one has ever better earned the right to rest from unremitting labour than Mr. Wolstenholme, for he has been in harness for nearly fifty-five years. A pupil of the late Mr. Christie, who was not slow to discern his ability, he was called to the bar in 1850, and during the last thirty years or more he has borne the burden of a heavy practice in important matters, working some twelve hours a day during ten months of the year, but sacredly reserving the other two as a complete holiday. Yet did any of our readers ever find him worried or anxious? The impression he gave to clients and professional brethren who had occasion to confer with him was that of a man of leisure, always ready for a joke or anecdote. It was only when he began to talk on the matter in hand that his grasp of it shewed that, somehow or other, he had mastered every detail of the papers before him. The fact was that the work had been done in the early hours of the morning, commencing at about four o'clock in winter and summer alike. His business day began five hours at least before that of most of his visitors, and while they were sleeping he was arranging and performing his day's work.

Mr. Wolstenholme was appointed one of the Conveyancing Counsel to the Court in 1877, and by universal consent no one has ever discharged with greater distinction the important duties of that office. He was second only to Mr. Burrows in point of seniority. He was made a bencher of Lincoln's-inn in 1889, and he was for several years treasurer of the Bar Association.

We have little room left to dwell on the regard which is, and always has been, felt for Mr. Wolstenholme by his brother practitioners, and it is not easy to express about a living man all we could wish to say. But we may assure him on his retirement that he will carry with him the high esteem and regard of every one of his brethren, from the most eminent down to the youngest of them. To all alike he has during his long career shewn the utmost kindness and high-minded generosity. If he could help a man he did so; the bruised reed of the trembling junior whose efforts in drafting came before him was never harshly or wantonly broken; a good draft, by whomsoever prepared, received his unstinted praise; while to the experienced conveyancer who wanted to discuss a knotty point his advice and assistance were ever ready. The disappearance of such a man is a heavy loss to Lincoln's-inn.

A Wife's Costs in Divorce Proceedings.

I.

The recent decision of Sir Gorell Barnes in *Sheppard* v. *Sheppard* (*Times*, 22nd ult.) calls attention to the important change in practice as to the husband's liability for his wife's costs in divorce proceedings which has been effected by the decision of the Court of Appeal last year in *Re Wingfield and Blew* (1904, 2 Ch. 665), and though the learned President held that that decision does not interfere with the power of the court to order the husband to give security for the wife's costs, yet he was, of course, unable to dispute its effect upon the ultimate liability for costs, or rather, for the excess of solicitor and client over party and party costs.

The general principles as to the liability of the husband for the wife's costs were considered in *Stocken* v. *Pattrick* (29 L. T. 507), and the liability was grounded upon the circumstance that the costs fell within the category of necessaries. In that case the wife's solicitors were suing the husband for their costs. The wife had consulted them respecting the husband's alleged cruelty and adultery, and the solicitors, after making inquiries, concluded that there were good grounds for legal proceedings. They therefore commenced a suit for divorce on the wife's behalf, but before it came to a hearing the parties arranged a separation. In deciding that the husband was liable for the wife's costs, Kelly, C.B., said: "There is no doubt that a husband is liable for necessaries supplied to his wife; and no doubt a suit for a divorce by reason of adultery, or a judicial separation by reason of cruelty, is not of the same nature in itself as an action to recover for dress or food supplied by the tradesmen to the wife; but it is equally a case of necessity, and equally within the reasonable meaning of the word 'necessary' in point of law; for, unless the law denies to a married woman all redress under the circumstances, it is absolutely of necessity that she should proceed to obtain redress by means of an attorney, and he can only endeavour to procure for her redress by means of a suit instituted in the proper court. Further, I conceive, a proceeding by such suit to obtain redress is a real 'necessary' within the meaning of that term." And subsequently the Chief Baron added: "It is clear to my mind, without any authority in point of law, that it would be inexpedient for the general interests of society in a case like this if the wife could not give her attorney the right to costs against her husband." And by "costs" in this connection was meant solicitor and client costs. In *Ottaway* v. *Hamilton* (3 C. P. D. 393) it was argued that the statutory power to award costs under the Matrimonial Causes

Acts had abrogated this doctrine as to the liability of the husband, but the argument was rejected by the Court of Appeal. "I cannot see," said BRAMWELL, L.J., "that because the plaintiff has obtained from the Divorce Division such sums as are allowed upon taxation he is to be debarred from recovering the extra costs by an action against the husband. . . . Subject to the question whether they have been justifiably incurred, the defendant is bound to pay them, just as if he had retained the plaintiff to act as his solicitor."

Apart, then, from the statutory provision about to be mentioned, it is clear that, where a wife employs a solicitor to defend divorce proceedings commenced by the husband, or where she employs him to commence such proceedings on her behalf, and there is reasonable ground for commencing them, the costs which she incurs are "necessaries," and the husband is liable in an action to pay any part which is not recovered by other means. But in a case where there has already been a judicial separation, another consideration is imported by section 26 of the Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85), which is as follows: "In every case of a judicial separation the wife shall, whilst so separated, be considered as a *feme sole* for the purposes of contract, and wrongs and injuries, and suing and being sued in any civil proceeding; and her husband shall not be liable in respect of any engagement or contract she may have entered into, or for any wrongful act or omission by her, or for any costs she may incur as plaintiff or defendant; provided, that where upon any such judicial separation alimony has been decreed or ordered to be paid to the wife, and the same shall not be duly paid by the husband, he shall be liable for necessaries supplied for her use."

Now, it can hardly be disputed that this enactment *primâ facie* displaces the husband's liability for costs in a case where the proceedings for divorce are commenced after there has been an order for judicial separation. The liability of the husband is based upon the argument that the wife's employment of a solicitor is a "necessary," and it is for the price of such necessary that the action is allowed against the husband. The wife's contract with the solicitor is a contract which the law authorizes her to enter into as the agent for the husband. But here is an enactment which says that, during a judicial separation the wife shall be considered a *feme sole*, and the husband shall not be liable in respect of contracts she may enter into; including, it may be assumed, such a contract as the retainer of a solicitor. And if there were any doubt that these words covered contracts for necessaries it would be removed by the express reference to necessaries in the proviso. Where alimony has been decreed, and is not duly paid, then the husband is to be liable for necessaries supplied for the wife's use. Seeing, then, that the liability of the husband for the wife's costs is founded on the doctrine as to necessaries, and that that doctrine is excluded during a judicial separation, save only where alimony is not duly paid, the *primâ facie* effect of the section is, as we have said, to relieve the husband of the liability.

But it may be said—and this is the argument that prevailed with WARRINGTON, J., in *Re Wingfield and Blew* (*supra*)—where alimony is ordered, the amount is determined with a view to the ordinary expenses which the wife will incur, and it should not be treated as covering an extraordinary expense such as costs incurred in prosecuting or defending divorce proceedings. And this view is supported by *Turner* v. *Rookes* (10 A. & E. 47), where it was held that the fact of alimony being granted and duly paid did not relieve the husband of liability for costs incurred by the wife in consequence of his violent conduct. "I do not see," said Lord DENMAN, C.J., in the course of the argument, "that the separate maintenance has anything to do with the question. She has that for other purposes; this cannot have been contemplated in making the allowance." Hence, WARRINGTON, J., observed that, had the present case come before Lord DENMAN, the solicitor would have been held to be entitled to treat the costs of the divorce petition as necessaries, and to be entitled to sue the husband for these costs as necessaries not covered by the allowance for alimony. The case of *Turner* v. *Rookes* was, indeed, prior to the Act of 1857, and cannot be regarded as relevant if section 26 really relieves the husband of liability for necessaries, including under that term his wife's costs. But WARRINGTON, J., held that it does not. "I think," he said, "the first part of the section is subject to an exception in the case of necessaries, and that, notwithstanding that, the husband is liable to be sued for necessaries, unless he pays alimony, if alimony is allowed, or unless his conduct has put the wife to expense which, on the principle of *Turner* v. *Rookes*, would be regarded as necessaries incurred." The use of the second "unless" appears to be a slip, but the meaning of the sentence seems to be as follows: Under the first part of the section a general exception of necessaries is to be implied, but the proviso exempts the husband from liabilities for necessaries if he duly pays alimony which has been ordered, though even such payment will not relieve him from paying his wife's costs, these not being necessaries which the alimony is intended to cover.

The objection to this reading of the section is that it fails to give due effect to the proviso. Had the first part of the section stood alone, its generality might, perhaps, have been qualified by an implied exception in the case of necessaries. But it does not stand alone. It is followed by the proviso which is intended to point out the case in which the husband is to remain liable for necessaries—namely, where alimony has been ordered and has not been duly paid. The proviso, of course, operates by way of exception, and it cannot except necessaries in a particular case unless they have been already included in the earlier part of the section. It is difficult, therefore, to follow WARRINGTON, J., when he says that the first part of the section is subject to an exception in the case of necessaries—that is, if he meant that it was subject to an implied general exception. The express exception in the proviso excludes the implication of any exception in the previous enactment, and the first part of the section must be taken to relieve the husband from liability for his wife's contracts, including contracts for necessaries. Then comes the proviso which specifies the case in which, notwithstanding the earlier part of the section, the husband shall be liable for necessaries—namely, where alimony is ordered and is not duly paid. The effect is that there is an exception in the case of necessaries, but it only comes into operation when there is default in the payment of alimony.

WARRINGTON, J., held that even where there is no such default, yet there is still an exception in the case of the wife's costs, where these have been caused by the husband's conduct, but this interpretation of section 26 found no favour in the Court of Appeal. The proviso to the section in fact makes no distinction in regard to the nature of the necessaries for which it is sought to render the husband liable. The wife's costs can only be brought in under the head of necessaries, and they cannot be brought in under this head save in the case of default in payment of alimony. The result is manifestly unjust. In point of fact alimony is not intended to cover an expense of this kind, and the wife is deprived by section 26 of the protection which it has been always agreed she ought to have. When there has once been a decree of judicial separation she is placed at the mercy of her husband. He may make charges against her in a divorce petition, against which she has not the means of defending herself, and, on the other hand, whatever may be his misconduct, she has not the means of suing for a divorce herself. We are dealing, of course with the case where the wife has no property of her own. It is unlikely that section 26 was intended to produce this result, but the result is a consequence of the doctrine which makes the husband liable for costs only as "necessaries."

The inconvenience of the decision was perceived by Sir GORELL BARNES in *Sheppard* v. *Sheppard*, and he declined to alter the practice as to requiring the husband to give security for the wife's costs, pointing out that *Re Wingfield and Blew* only dealt with the solicitor and client and not with party and party costs. But the principle of that decision seems to go further. If the wife succeeds, of course the husband will have to pay party and party costs; but this may not be so if she fails, and then apparently the security for costs would be of no avail. The security would be discharged and the wife's solicitor would go unpaid.

Sir GORELL BARNES intimated, however, that the matter did not depend only upon the doctrine of necessaries and the construction of section 26. It is the practice of the court to see that the wife is provided with funds to meet her case, and he was evidently very unwilling to see this practice upset, nor did

he believe that the Court of Appeal, in deciding *Re Wingfield and Blew*, had any such intention. But we must reserve for a further article the question, how far the husband's liability for costs can be maintained, after judicial separation, apart from section 26.

In *Re Wingfield and Blew* there had been an unsuccessful petition for divorce and it was in the course of those proceedings that the decree of judicial separation was made. It was a further point that the second petition was really a continuation of the former proceedings so as to enable the wife's solicitors to recover their costs on the original retainer, but this was disallowed both by WARRINGTON, J., and the Court of Appeal. The second divorce petition was a distinct proceeding and was not covered by the retainer given before the decree of judicial separation.

(To be continued.)

Partnership Assurance.

ONE of the difficulties which is experienced in entering into partnership is to provide for the payment of the value of the interest of a partner who may die during the partnership term. A convenient mode of meeting this difficulty is to effect an insurance which will provide a capital sum just at the time when it is required, and the manner in which such insurance may be equitably arranged as between the partners forms the subject of an interesting pamphlet by Mr. T. P. WANSBROUGH.* We are not sure, however, that the letter from Mr. FITZGERALD, which Mr. WANSBROUGH uses as a preface, is correctly described as an "opinion." Mr. FITZGERALD writes that he has perused the pamphlet with interest, and that it ought to lead to a new and useful development of life insurance business. He also observes that there appears to be no objection to the legal validity of the policies which Mr. WANSBROUGH suggests. "Each partner," says Mr. FITZGERALD, "expects to gain an advantage from the continued life and attention to the partnership business of the other, and is likely to suffer loss or injury from his premature death. Each has consequently an insurable interest in the other's life—at least to the extent of the probable loss—often to a larger extent. The Supreme Court of the United States has held distinctly that partners have an insurable interest in each other's lives. The decision is, of course, not binding in this country; but the reasoning on which it was based is in accordance with the views laid down by great judges here, and may be looked on as a guide which will be followed, should the point ever require decision here." We have no reason to doubt that this is so, and Mr. FITZGERALD would not, of course, write on the subject without due consideration, but at the same time everyone knows the distinction between an opinion expressed unprofessionally, and one which is given under the sense of responsibility entailed by professional employment. Probably, however, the letter was really an opinion.

Mr. WANSBROUGH commences by stating the general problem which has to be solved. How is an intending partner to secure the greatest provision for his family if he dies first, and yet not impair the prosperity of the firm should he be the survivor? And he briefly outlines the various provisions which have hitherto been made. These he classifies as (1) for the survivor to make an annual allowance to the executors of the deceased for a term certain; (2) for the survivor to pay a life interest to the deceased partner's widow or other dependants during his life; (3) for the business to revert automatically to the survivor and become his sole property without payment of any kind; and (4) for the surviving partner to purchase the interest of the deceased by a cash payment either immediately or by instalments. Mr. WANSBROUGH observes that, of these arrangements, the first and last are the ones most generally adopted, and they are, indeed, the only ones which it is necessary to consider. The payment of an annual sum to the widow, whether fixed or dependent on profits, does not—immediately, at any rate—call for any interference with capital, and the application of the right of survivorship to a case of partnership is, to say the least, unusual. Moreover, Mr. WANSBROUGH'S first and fourth cases do not appear to be essentially different. By an annual allowance to executors he means payment of the value of the partner's interest by instalments, and this is what usually takes place when the articles provide for the purchase by the surviving partner of the deceased partner's interest. Substantially the question is, how to provide, upon the death of a partner, for the payment of the value of his share without prejudicing the continuance of the business in the hands of the surviving partner. The survivor may have private means for doing this, or he may borrow, or he may introduce a new partner. If the payment is postponed the matter is made easier for the surviving partner, but this means that the family of the deceased partner have to trust to the successful conduct of the business.

If a partner relies on his private means to pay out the interest of a deceased partner, he must keep a sufficient sum readily realizable, for he has to pay upon an event the time of which is unknown; borrowing is expensive, and may be impracticable; and the introduction of a fresh partner with the necessary capital is uncertain. Mr. WANSBROUGH recommends insurance as at once the most convenient and the most economical way of effecting the desired end. A partnership policy, he says, is a financial arrangement, which anticipates by a sinking fund an amount which has to be met, and it is the only arrangement which precludes the possibility of loss arising from the sacrifice involved in realizing capital, interest on borrowing it, or diminution of trade through reduction of capital.

The policies which he suggests as available for the purpose are the joint-life policy, under which the face-value is payable upon the first death, and separate policies on the lives of the partners, under which the face-value is payable when the life insured drops; and there is an adaptation of each, namely, the convertible partnership policy, which is a form of joint-life policy, and the enlargeable term policy, which is a form of single-life policy. The objection to the original joint-life policy is that its object is not attained if a dissolution of partnership occurs during the lifetime of all the partners. It is not convenient to keep the policy in force and a surrender is unsatisfactory. Mr. WANSBROUGH ascribes the comparative failure of partnership assurance to the employment of the terms "joint-life policy" and "partnership policy" as if they were interchangeable. The chief objection to the joint-life policy is met by taking it out as a "convertible partnership policy," and then, in the event of a dissolution while all the partners are living, it can be divided between the partners, and the separate parts, so we understand, kept on foot as single-life policies. Mr. WANSBROUGH, however, prefers the taking out of separate policies originally, which may be either whole-life policies, or enlargeable term policies, the latter being policies under which the sun insured is payable only in the event of death before a specified age. These latter policies require a low initial premium, but on or before the attainment of that age the policy may be enlarged to an ordinary whole-life policy, at the rate for the insured at his then age, without fresh medical examination.

Not the least interesting part of Mr. WANSBROUGH'S pamphlet is the concluding chapter in which he discusses the mode in which the premiums should be apportioned between the partners. For this purpose he distinguishes between the amount actually realizable for the partnership business in the open market, and the actual capital sunk, the difference being the depreciation. Thus the capital sunk may be £5,400, and the realizable value only two-thirds of this, or £3,600. Again, the share of the partners may be unequal. Thus A. may have £4,500 and B. £900 of nominal capital, or respectively. £3,000 and £600 of the realizable capital. Mr. WANSBROUGH suggests that insurances should first be effected by A. on B.'s life for £600, and by B. on A.'s life for £3,000. Thus, if A. dies, B. will at once have £3,000 to pay the amount which A.'s representatives would receive on a sale, and he then has the whole business for himself. Similarly if B. dies A. gets the £900. For these insurances A. and B. respectively pay the premiums out of their own pockets as they get respectively the sole benefit of them. The amounts are realizable in any event. With the extra £1,500 of A.'s capital and £300 of B.'s capital, which represent depreciation and which will not be realized on a sale, it is different. For these amounts, too, Mr. WANSBROUGH suggests that separate policies should be taken out, for the £1,500 on A.'s and for the £300 on B.'s life, but for consideration which would take too much space for us to state, he considers that the premiums or both these policies should be paid by the partnership business. Several examples are given of the manner in which this scheme would work, and in conclusion Mr. WANSBROUGH states his principle as follows:

1. *That each partner* shall pay the premium for an assurance on the life of the other for the amount of that other's share of the assets expected to be realized in cash if the business were sold.

2. *That the firm* shall in addition pay the premiums for the assurances on each partner's life for the amount of the depreciation which occurs at a partner's decease, from the considerations mentioned.

The scheme requires to be carefully considered before it is put into practice, but it appears to be not too complicated for ordinary use, and the pamphlet will well repay perusal.

* The Case for Partnership Assurance: An Analysis of its Advantages and a Submission of a New and Equitable Principle for Apportioning the Premium Payments to Each Partner. With Illustrations in Simple and Complicated Instances. By T. P. Wansbrough. Preface: An Opinion on the Question of the Legal Insurable Interest of Partners in the Lives of Each Other. By J. V. Vesey Fitzgerald, K.C. Charles & Edwin Layton.

A marble bust of Lord Russell of Killowen, executed by Mr. Brock, R.A., on behalf of the committee of the Russell of Killowen Memorial Fund for presentation to the Bar Association of New York, has just been despatched to America. It is probable that the formal presentation of the bust to the New York Bar will be made by Mr. Choate, on his return to New York.

Reviews.

Compensation.

A TREATISE ON THE PRINCIPLES OF THE LAW OF COMPENSATION. By C. A. CRIPPS, M.A., B.C.L., one of His Majesty's Counsel. FIFTH EDITION. By the Author, assisted by AUBREY T. LAWRENCE, Barrister-at-Law. Stevens & Sons (Limited).

Mr. Cripps' work on Compensation has established a reputation for itself as a clear and practical exposition of this branch of the law, and the present edition, which makes no alteration in the main design of the work, appears successfully to incorporate the modifications made by recent decisions. In general the effect of these has been simply to work out the principles which have been already established by the extensive litigation to which the Lands Clauses Act, 1845, has given rise. Thus *Ashton Vale Iron Co.* v. *Mayor of Bristol* (1901, 1 Ch. 591) has decided that, where a notice to treat—which, it is settled, does not in itself constitute a contract—has been effectually withdrawn, it is within the powers of the promoters to serve a fresh notice; and *Mercer* v. *Liverpool, &c., Railway Co.* (1904, A. C. 461) has affirmed the rule that, after service of a notice to treat, the owner of the property cannot create fresh interests which will be the subject of compensation. On the other hand, a right to compensation is a legal *chose in action* which can be effectively assigned: *Dawson* v. *Great Northern and City Railway Co.* (1905, 1 K. B. 260). The rule that compensation can include the prospective value of land for a special purpose — as for a reservoir—which formerly depended only upon cases not to be found in the ordinary reports, has been recognized in *Re Gough and the Aspatria Water Board* (1904, 1 K. B. 417), and in *Re Bwllfa and Merthyr Dare Collieries Co. and Pontypridd Waterworks Co.* (1903, A. C. 426) a mine-owner, who was entitled to compensation for coal, was allowed to give evidence of a rise in value after the commencement of the proceedings. These are some of the important cases on compensation which have been recently decided, and we have found them all duly noted up and their effect stated. The rule that compensation for injuriously affecting land can only be given when the injury is due to the execution of the works, as distinguished from their subsequent use, has been severely tested by the recent construction of tube railways in London, and Mr. Cripps notes (p. 148) that a clause has been lately inserted in the special Acts extending the right to compensation in this respect. It might have been useful to elaborate this point by stating the clauses now in use and their effect. The matter has become of considerable practical importance in advising on compensation cases.

The Law of Property.

A GENERAL VIEW OF THE LAW OF PROPERTY. By J. ANDREW STRAHAN, M.A., LL.B., Barrister-at-Law; assisted by J. SINCLAIR BAXTER, B.A., LL.B. (Lond.), Barrister-at-Law. FOURTH EDITION. Stevens & Sons (Limited).

The special feature of this book is that it deals concurrently with property in land and property in goods, and hence, throughout the book, the differences in the law relating to these two subjects of property, as well as the similarities, are continually emphasized. The chief point in any book dealing with the law of property is to secure the exact definition of the various interests which may exist, and the mode of their creation and transfer. Mr. Strahan approaches the subject by explaining first the various present interests, whether freehold or leasehold, which may exist in land, and present interests in goods. This covers, as to land, estates in fee simple, in fee tail, and for life, and also tenancies for years and otherwise. Then in a separate chapter entitled "Modes of Holding Interests" he treats of trusts, of joint ownership, of future ownership, and of mortgages. The student will doubtless find the arrangement useful in assisting him to grasp the subject. The section on future interests explains the rules relating to the creation of remainders and executory interests, and contains a useful sub-section on powers, their nature and execution. "Conditional ownership" is perhaps not the happiest term to apply to the section dealing with mortgages, though undoubtedly in English law a mortgagee has been admitted to the position of a *quasi*-owner. But essentially a mortgagee is no more than incumbrancer, and it would seem better so to recognize him when attempting a logical rearrangement of the law of property. He is an incumbrancer who is allowed for some purposes the privileges of ownership. But the point does not affect the real utility of the book, and Mr. Strahan is careful to point out (p. 200) that even a legal mortgagee is regarded in equity as merely a creditor having a charge on the land as a security for his debt. The principles with regard to the priority of mortgagees are clearly stated, and the leading authorities, such as *Taylor* v. *Russell* (1892, A. C. 244), given. Separate chapters are devoted to the modes of transferring interests, to rights over things owned by others—that is to easements, profits *à prendre*, &c., as to land and bailment, lien, &c., as to goods—and to proprietary rights not over things, including *choses in action*, shares in companies, and patents. The appendices include an appendix on interests in ships, and another giving a table of the statutory periods of limitation of actions. The appearance of a fourth edition shews that the book has met with the reception to which its merits entitle it.

Wills.

A CONCISE TREATISE ON THE LAW OF WILLS. By H. S. THEOBALD, K.C. SIXTH EDITION. Stevens & Sons (Limited).

We are glad to report a great improvement in the present edition of this useful text-book, mainly as regards re-arrangement of matter, but also in the re-writing and harmonious blending of the contents of several of the chapters. Naturally, after the addition in successive issues of new decisions, such a process becomes desirable, and it has been carried out by Mr. Theobald with great success. The new chapter on the administrative powers of the court, though perhaps hardly strictly within the scope of the book, is likely to be found very valuable, though we think that the statement it contains that where a business is directed to be sold for cash, but the most beneficial mode of sale is found to be its conversion into a company under a scheme by which the executors are to take shares and debentures, ". . . if sufficient cause is shewn" the court may authorize the executors to accept for the business, and hold for a limited time, shares and debentures of a company, is capable of improvement and would have been more useful if it had contained an intimation of what would be deemed "sufficient cause." *Re New* (1901, 2 Ch. 534), which is cited as one of the authorities for this proposition, related to the *reconstruction* of a company, and in *Re Tollemache* (1903, 1 Ch. 457) Mr. Justice Kekewich said that it behoved the judge, in sanctioning the conversion of a business into a joint stock company and the acceptance as consideration of shares or debentures, to be "cautious down to the most minute details; but if he is satisfied that for want of working capital, or other reason, the business cannot be carried on as perhaps the testator intended it should be, and *that no sale for cash is possible*, so that the proposed scheme affords the only practicable means of extricating the family from their embarrassments, there is no sufficient objection to its sanction by the court." We imagine, however, that hereafter we shall find the doctrine as to "sufficient cause" somewhat enlarged by subsequent decisions.

Throughout the book we find paragraphs rewritten and alterations and corrections made, and we congratulate the author on the present as the best and most trustworthy issue of his work which has yet appeared.

Bankruptcy.

THE PRINCIPLES OF BANKRUPTCY: EMBODYING THE BANKRUPTCY ACTS, 1883 AND 1890, AND THE LEADING CASES THEREON, PART OF THE DEBTORS ACT, 1869, THE BANKRUPTCY APPEALS (COUNTY COURTS) ACT, 1884, THE BANKRUPTCY (DISCHARGE AND CLOSURE) ACT, 1887, THE PREFERENTIAL PAYMENTS IN BANKRUPTCY ACTS, 1888 AND 1897; THE LEADING CASES ON BILLS OF SALE; WITH AN APPENDIX CONTAINING THE SCHEDULES TO THE BANKRUPTCY ACT, 1883, THE BANKRUPTCY RULES, 1886 TO 1905, THE RULES AS TO THE COMMITTAL OF JUDGMENT DEBTORS, AND AS TO ADMINISTRATION ORDERS; REGULATIONS ISSUED BY THE BANKRUPTCY JUDGE; A SCALE OF COSTS, FEES, AND PERCENTAGES; THE BILLS OF SALES ACTS, 1878, 1882, 1890, AND 1891, AND THE RULES THEREUNDER; THE DEEDS OF ARRANGEMENT ACT, 1887, AND THE RULES THEREUNDER. By RICHARD RINGWOOD, M.A., Barrister-at-Law. NINTH EDITION. Stevens & Haynes.

The statement of the contents of this book, taken with the fact that it comprises only some 330 pages, shews that the author has had to make a careful study of conciseness, and, since his book is also designed for the use of business men, he has aimed at simplicity of style. Some of the shorter statutes are given in full in the Appendix, and so, too, are the Bankruptcy Rules, 1886 to 1890. But the Bankruptcy Acts themselves are expounded in the body of the work, and only the more important sections are given in full in the chapters to which they relate. Thus Chapter V., which collects the law as to property divisible amongst creditors and the administration of property, gives section 44 of the Act of 1883, and contains a full statement of the cases which have been decided on it, including those on reputed ownership; and the same course is adopted with regard to section 47 on the avoidance of voluntary settlements, and section 48 on fraudulent preferences. In these and other matters the practitioner will find the law carefully explained and the latest authorities given.

County Court Costs.

COUNTY COURT COSTS. NOTES ON THE ALLOWANCE AND TAXATION OF COSTS IN THE COUNTY COURTS (EXCEPT IN ADMIRALTY AND BANKRUPTCY PROCEEDINGS). By LOUIS HYDE, Registrar of Stockport County Court. William Clowes & Sons (Limited).

In regard to costs the practice of the county court is, of course, in many respects similar to that of the High Court. As a general rule the costs are in the discretion of the court in whichever tribunal they are incurred, and the same principles should guide the exercise of this discretion. Hence Mr. Hyde states in some detail the principles which have been applied in the High Court. But, in addition, the practitioner has to consider the special regulations of the County Courts Acts and rules with reference to costs in the inferior court, and in particular he has to ensure that due application is made for any costs or scale of costs which can only be allowed upon special order. These matters are discussed at the outset, and also costs incident to the special position of the parties—joint plaintiffs, joint defendants, married women, &c.—and then Mr. Hyde takes up special points of practice which affect costs, such as amendment, set-off and counterclaim, and interlocutory applications, and there is a section dealing with the costs of proceedings under special Acts, such as the Employers' Liability Act, 1880, and the Workmen's Compensation Acts, 1897 and 1900. The schedule of fees and scales of costs are given in the appendix. The table of contents furnishes a ready guide to the particular point on which information may be desired, but the book might with advantage be divided into chapters.

Personal Property.

AN EPITOME OF PERSONAL PROPERTY LAW. By W. H. HASTINGS KELKE, M.A., Barrister-at-Law. SECOND EDITION. Sweet & Maxwell (Limited).

For a brief account of the law of personal property this book will be found useful. It certainly covers a great deal of ground within the modest compass of some 150 pages. Property in chattels is dealt with in two chapters on absolute property and qualified property—that is, bailment, lien, and mortgage—and the rest of the book includes shipping property, *choses in action*, shares and debentures, and patents, copyright, and goodwill. The style is too condensed for the work to be sufficient for the student without further explanation; after reading the statement of the assignability of *choses in action* on p. 39, for instance, he would have to prosecute the subject a good deal further before really comprehending it. But treated as an epitome only, the book appears to be judiciously done.

Company Practice.

THE SECRETARY'S MANUAL ON THE LAW AND PRACTICE OF JOINT STOCK COMPANIES, WITH FORMS AND PRECEDENTS. By JAMES FITZPATRICK, Fellow of the Institute of Chartered Accountants, and T. E. HAYDON, Barrister-at-Law. TENTH EDITION. Jordan & Son (Limited).

To a very large extent it devolves upon the secretary of a company to see that all the necessary legal formalities are complied with, and this means that he must have an intimate knowledge of what these formalities are. To collect them for himself out of the statutes or out of the current treatises on company law would be in most cases impracticable, and hence the value of a work like the present. In certain matters, as in issuing certificates for shares, very considerable responsibility may be incurred by the company in case of error, and the editors have given a very useful statement as to the effect of such a certificate. Similarly, the various classes of debentures are explained and their legal operation noted, and among the recent cases cited is *Re Routledge & Sons* (53 W. R. 44)—though the reference is only to the Weekly Notes—which shew that a debenture once paid off cannot be reissued. Among the useful features of the book are a summary of stamp duties on various documents, and a list of penalties imposed for various acts of commission or omission.

Office Routine.

THE SOLICITOR'S CLERK. PART I.: A HANDY BOOK UPON THE ORDINARY PRACTICAL WORK OF A SOLICITOR'S OFFICE, WITH PRECISE INSTRUCTIONS AS TO THE PROCEDURE IN CONVEYANCING MATTERS AND THE PRACTICE OF THE COURTS. By CHARLES JONES. SIXTH AND REVISED EDITION. PART II.: EMBRACING MAGISTERIAL AND CRIMINAL LAW, LICENSING, BANKRUPTCY ACCOUNTS, BOOK-KEEPING, TRUST ACCOUNTS, &C. TO WHICH IS ADDED A GLOSSARY OF SOME LEGAL MAXIMS, WITH THEIR PRONUNCIATIONS. By CHARLES JONES. FOURTH EDITION, REVISED AND ENLARGED. Effingham Wilson.

Upon the solicitor's clerk falls a great deal of responsible work, both in litigious and in conveyancing matters. For most of such work he will seek guidance in the ordinary text-books of practice, but a book of a more elementary nature is frequently required, and in particular one which shall tell how the ordinary routine steps are taken—the obtaining judgment, for instance, under order 14, or the preparation of an Inland Revenue affidavit. In all such matters the present work will be found to furnish valuable help, and seeing that Part I has attained to a sixth and Part II. to a fourth edition, it appears to have acquired an established position. In the volume before us the two parts are bound together.

The Intermediate Examination.

A DIGEST OF THE LAW NECESSARY TO BE KNOWN FOR THE INTERMEDIATE EXAMINATION OF THE LAW SOCIETY, DONE INTO QUESTIONS AND ANSWERS, AND A GUIDE TO THE PORTIONS OF STEPHEN'S COMMENTARIES PRESCRIBED FOR THAT EXAMINATION. By RICHARD M. STEPHENSON, LL.B. (Lond.). SECOND EDITION. Horace Cox.

It is not, observes Mr. Stephenson, the questions that the examiners have already asked that the student is anxious about, but those that they are going to ask, and that he will have to answer. This is indisputable, but students are in the habit of poring over old examination papers in the hope that out of the past they may predict the future. Mr. Stephenson sets before them the more excellent way of discarding the past altogether, and of considering the answers to his series of questions which are intended to raise all the leading points in the examination subjects. A student will doubtless derive considerable help from taking the present digest as his guide, and he will find the answers at once clear and full. He can hardly, for instance, master the answers to the questions propounded on the Conveyancing and Settled Land Acts without acquiring a competent knowledge of those statutes. Mr. Stephenson is careful to say that the answers are taken from "Stephens," and he does not guarantee their absolute accuracy. Perhaps this is why *Bolton* v. *London School Board* (7 Ch. D. 766) is quoted as an authority that a recital of seisin in fee in a document of title twenty years old has the effect of reducing the period of title from forty to twenty years. That case is by no means generally accepted as reliable. But this is a detail of conveyancing practice, and Mr. Stephenson's work appears to include accuracy among its merits.

Factories and Workshops.

THE LAW RELATING TO FACTORIES AND WORKSHOPS (INCLUDING LAUNDRIES, RAILWAYS, AND DOCKS). PART I.: A PRACTICAL GUIDE TO THE LAW AND ITS ADMINISTRATION. By MAY E. ABRAHAM (Mrs. H. J. TENNANT), formerly one of H.M. Superintending Inspectors of Factories. PART II.: THE ACTS; WITH NOTES. By ARTHUR LLEWELYN DAVIES, Barrister-at-Law. FIFTH EDITION. Eyre & Spottiswoode.

This is is a book which has for some years been found of considerable value by the legal profession, by employers of labour, and by others interested in the working of factory legislation. It is one of the few law books in our libraries which owes its existence to a lady. Few persons, however, possess a sounder practical knowledge of the subject than this lady; and her co-author may be fully trusted to have seen to the correctness of the law. Since the last edition was published there have been few Acts of Parliament passed concerning the subject. The most important are the Shop Hours Acts, 1902 and 1904, and the Employment of Children Act, 1903. There have, however, been several decisions and many orders of considerable importance. All these find their proper places in this edition, thus bringing up to date a very useful and reliable handbook.

Practice of the Supreme Court.

A MANUAL OF THE PRACTICE OF THE SUPREME COURT OF JUDICATURE IN THE KING'S BENCH AND CHANCERY DIVISIONS. INTENDED FOR THE USE OF STUDENTS AND THE PROFESSION. By JOHN INDERMAUR, Solicitor. NINTH EDITION. By CHARLES THWAITES, Solicitor. Stevens & Haynes.

There is only one way of really learning practice, and that is by practising. Many students, however, have, for examination purposes, to acquire a certain knowledge of the rules of procedure without having seen many of them actually in operation. For their use we know of no better text-book than this. The authors have had a long experience of what such students require, and have turned their experience to the best use. The book is remarkably accurate and thoroughly reliable, and may often be consulted with advantage by the practitioner as well as the student.

Employer and Workman.

THE LAWS REGULATING THE RELATION OF EMPLOYER AND WORKMAN IN ENGLAND: A COURSE OF SIX LECTURES DELIVERED AT THE REQUEST OF THE COUNCIL OF LEGAL EDUCATION DURING MICHAELMAS TERM, 1904. By ALFRED HENRY RUEGG, K.C. William Clowes & Sons (Limited).

The author of these lectures is well known as one of the greatest authorities on matters concerning the relationship between employer and workman. The course of six lectures which he delivered on the subject at the end of last year were an extremely interesting historical and practical review. Those who were unable to attend them will now have an opportunity, by procuring this little volume, of reading them at leisure, and no one interested in the subject should fail so to do.

Criminal and Magisterial Law.

THE STUDENT'S CRIMINAL AND MAGISTERIAL LAW. WRITTEN SPECIALLY FOR CANDIDATES FOR THE FINAL AND HONOURS EXAMINATIONS OF THE LAW SOCIETY. By ALBERT GIBSON and ARTHUR WELDON, Editors of "Law Notes." FOURTH EDITION. The "Law Notes" Publishing Co.

This book is professedly written for the use of students reading for a particular examination, and to them no doubt it will prove as useful in the future as it certainly has been in the past. This new edition is brought up to date by the inclusion of references to the statutes of the last four years and to the most important of the judicial decisions given in the same period. It contains a very large amount of information, a fairly complete mastery of which ought to secure any student's success in his examination.

The Shop Hours Acts.

THE SHOP HOURS ACTS, 1892-1904; WITH THE RULES ISSUED BY THE CENTRAL AUTHORITIES, EXTRACTS FROM OTHER ACTS RELATING TO SHOPS, AND A NOTE ON PROCEDURE IN REGARD TO EARLY CLOSING. By CECIL V. BARRINGTON, Barrister-at-Law. Butterworth & Co.; Shaw & Sons.

The Acts relating to shops have generally been dealt with in books on the Factory Acts. They concern, however, quite a different class of persons, who have few interests in common with those interested in factories and workshops. The passing of the Shop Hours Act, 1904, offered a fitting opportunity for bringing out a work dealing particularly with these Acts. This opportunity the author of this book has taken, by the publication of a carefully edited and annotated edition of the Acts. We feel sure it will be found useful by all concerned in their working.

Coroners.

THE KING'S CORONER: BEING A COMPLETE COLLECTION OF THE STATUTES RELATING TO THE OFFICE. TOGETHER WITH A SHORT HISTORY OF THE SAME. By R. HENSLOWE WELLINGTON, Barrister-at-Law, Deputy Coroner for Westminster, M.R.C.S., L.R.C.P. William Clowes & Sons (Limited).

The title-page of this book contains a complete description of it. It is a collection of statutes relating to the office of coroner, without note or comment. By way of introduction, however, there is a short, but interesting, historical outline of this very ancient office.

Books of the Week.

The Law Relating to Children: A Short Treatise on the Personal Status of Children, including the Complete Text of the Prevention of Cruelty to Children Act, 1904, and of all Statutes or Sections of Statutes Relating to the Protection of Children; with Notes and Forms. By W. CLARKE HALL, B.A., Barrister-at-Law. Second Edition. By the AUTHOR and CECIL W. LILLEY, Barrister-at-Law. Stevens & Sons (Limited).

A Practical Guide to the Law of Patents, with Special Reference to the Patents Act, 1902, and the Patents Rules, 1903 and 1905, including a Discussion of the Policy and Effects of the Act, and a Detailed Examination of its Provisions. By HARRY BAIRD HEMMING, LL.B., Barrister-at-Law. Waterlow & Sons (Limited).

The City of London Directory for 1905. The Thirty-fifth Annual Edition, including Streets Guide, Alphabetical Directory, Trades Guide, Livery Companies Guide, List of Liverymen Voters, a Biographical Directory, Corporation Directory (including the Committees of the Court of Common Council), London County Council Directory (including its Committees), Public Companies Directory, and also a Coloured Map of the City of London, shewing the latest Improvements and Alterations, Railways, Ward and Parish Boundaries, &c. W. H. & L. Collingridge.

Correspondence.

Joking on the Bench.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have perused the report of Lord Justice Vaughan Williams' speech at the annual dinner of the Union Society of London, held last night at the Trocadero Restaurant. His statement that "counsel talked a great deal and judges talked still more" is only too true, especially with respect to the latter. Further, he said that "judges had an audience who naturally laughed at their jokes and philosophy, but there should be a limit to the joking powers of the bench, especially in criminal cases, for they generally meant a tragedy at home."

What a pity it is that this Lord Justice, for whom I have the greatest respect, should feel himself compelled to criticize the manner in which some of our judges conduct their cases. It is becoming quite common with what I should call the "younger end" of judges (*i.e.*, those recently appointed) to perpetrate a joke upon a prisoner, when perhaps the unfortunate individual has not been responsible for his actions, and therefore ought to receive every consideration from the judge. I have now in my mind a murder case where the judge, not long before he pronounced the capital sentence, passed off a joke at which there were (*vide* Press) "roars of laughter." This is not pursuing the course of conduct necessary to uphold the honour and dignity of the bench. Judges, in days gone by, said little but thought much. Now, apparently, they think little and say much.

Fortunately we never, or very seldom, hear of judicial jokes except from the court of first instance, but even the judges attached thereto ought to know better. When suitors require some relaxation of this sort they will visit the Tivoli or the Palace or some other place of amusement where they cater for pleasure-seekers, and where they can hear jokes of a character quite different from the attenuated nonsense of some of our justices. I trust that the remarks of Vaughan Williams, L.J., will be taken seriously to heart by all those concerned, and that the present competition between the Royal Courts of Justice (including the assizes), and the Alhambra, &c, may cease.

BONNET ROUGE.

May 25.

New Orders, &c.

The Finance Act, 1894.

ORDER IN COUNCIL.

At the Court of Buckingham Palace, the 29th day of May, 1905.

Present, the King's Most Excellent Majesty, Lord President, Lord Steward, Mr. C. C. Stuart-Wortley, Sir W. H. Walrond, Sir A. Nicholson, Sir W. E. Goschen.

Whereas by section twenty (three) of the Finance Act, 1894, it is enacted that His Majesty the King may, by Order in Council, apply that section to any British Possession where His Majesty is satisfied that, by the law of such Possession, either no duty is leviable in respect of property situate in the United Kingdom when passing on death, or that the law of such Possession as respects any duty so leviable is to the like effect as the foregoing provisions of that section:

And whereas His Majesty is satisfied that the law of the State of New South Wales in the Commonwealth of Australia, as respects the duty leviable in respect of property situate in the United Kingdom when passing on death is to the like effect as the provisions of subsection (one) of the aforesaid section.

Now, therefore, His Majesty, by virtue and in exercise of the power by the aforesaid Act in His Majesty vested, is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, that the twentieth section of the Finance Act, 1894, shall apply to the State of New South Wales in the Commonwealth of Australia,

A. W. FITZROY.

The Lord Chancellor introduced on Monday an Extradition Bill which proposes to add bribery to the list of extradition crimes contained in the Extradition Act, 1870. The Bill was read the second time.

The London barrister who very smartly chased and overhauled a man whom he charges with having stolen a silver box from his drawing-room was not, says the *Evening Standard*, so drastic in his treatment of the suspect as a certain judge now on the bench. "Come and see my burglar," he is said to have remarked to his friends, and to have led the way to an outhouse, where, miserable as sin, crouched the gentleman described. He had been caught by the judge's man in a fowlhouse, brought into the drawing-room, and given his choice—summary punishment without the aid of the law, or trial in the ordinary course at the police-court. He chose the former, and did his week in the judge's back garden. To save himself, his captor made it perfectly plain that the prisoner entered voluntarily into bondage.

Cases of the Week.

Court of Appeal.

STRONG & CO. OF ROMSEY (LIM.) v. WOODIFIELD. No 1. 26th May.

REVENUE—DEDUCTIONS—DISBURSEMENTS WHOLLY FOR THE PURPOSES OF THE TRADE—INCOME TAX ACTS (5 & 6 VICT. c. 35), s. 100, AND (16 & 17 VICT. c. 34), SCHEDULE D.

This was an appeal from the decision of Phillimore, J., reversing the decision of the Income Tax Commissioners. The respondents were brewers carrying on business at Romsey and other places. One of the objects of the company, as stated in paragraph 3 of the memorandum and articles of association was the acquiring for any of the purposes of the company hotels, public-houses, &c. For the year ending the 30th of September, 1902, a deduction was claimed by the respondents of an item of £1,490, being damages and costs incurred by them in defending an action brought against them for injuries sustained on the 2nd of March, 1901, by a guest at one of their licensed houses known as the Lion and Lamb Inn, Poole, caused by the falling of a chimney during a gale. The house was owned by the respondents and was under management at the time of the accident. If the deduction was not allowable, the profits for the year in question were agreed as £52,797. The surveyor of taxes on behalf of the Crown, Mr. Woodifield, the present appellant, contended that the expenditure fell to be excluded within the terms of 5 & 6 Vict. c. 35, s. 100, cases 1 and 2, rule 1, by which "no sum shall be set against or deducted from, or allowed to be set against or deducted from, such profits or gains for any disbursements or expenses whatever not being money wholly and exclusively laid out or expended for the purposes of such trade, manufacture, adventure, or concern," and therefore no allowance could be made therefor. The commissioners disallowed the deduction. Phillimore, J., reversed the finding of the commissioners. Counsel for the appellants contended that the sum paid by way of damages for the negligence of the person carrying on the trade could not possibly be "expenses exclusively expended for the purpose of the trade." The respondents were claiming to deduct from profits after they had been actually earned. If the decision of the court below were upheld it would lead to a manifest absurdity; no matter how negligent a man might be, it could then be argued that the loss incurred was wholly for the purpose of the trade. The expenditure contemplated must be incidental to the trade; a man must not be held to contemplate his own negligence. Counsel for the respondents argued that a man could not carry on a business like an inn without contemplating that he must be prepared to pay compensation to his guests. This class of deduction was allowed in the case of damages paid by tramway companies. It has been held repeatedly that profits means balance of profits, that is, the balance arrived at after setting gains for the year against losses. The Act certainly contemplates negligence, for it specifically allows deductions to be made for the breakage of utensils—*e.g.*, plates in a restaurant.

THE COURT (COLLINS, M.R., and MATHEW and COZENS-HARDY, L.JJ.) allowed the appeal.

COLLINS, M.R., in the course of his judgment, said: The point shortly is whether in making out the accounts for income tax the respondents are entitled to deduct a sum which became payable by them in their capacity as innkeepers for damages resulting to a customer enjoying the hospitality of the inn who suffered by reason of a chimney falling upon him while sleeping on the premises. They justify the deduction on the ground that the expenses were incidental to carrying on the business. [His lordship read the statutory cases and rules referred to above.] It seems to me the root of the matter is this: Expenses necessary for earning profits are to be deducted, but expenses which come out of the profits after they have been earned ought not to be, unless there be an express provision for it in the Act. It seems to me it would lead to strange consequences if a person whose income is to be assessed were entitled to deduct claims for damages payable by him to third persons in respect of the negligence of himself. In this case I do not think damages paid to third persons can be said to be expenses incurred in the earning of the profits as a condition of earning them. The appeal must be allowed.

MATHEW and COZENS-HARDY, L.JJ., concurred.—COUNSEL, *Sir R. B. Finlay*, A.G., *Sir E. Carson*, S.G., and *Rowlatt*; *Danckwerts*, K.C., and *Henriques*. SOLICITORS, *Solicitor for the Inland Revenue*; *Metcalfe*, *Birkett*, & *Rowlatt*.

[Reported by MAURICE N. DUCQUER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

HIGGINS AND ANOTHER v. BETTS. Farwell, J. 23rd, 24th, 25th, and 26th May.

EASEMENT—ANCIENT LIGHT—NUISANCE—INJUNCTION—DAMAGES.

This was an action brought by the plaintiff Higgins, the lessee of a public-house known as the Red Lion, in Cowcross-street, near Farringdon-street, E.C., and his immediate lessors, Messrs. Barclay, Perkins, & Co., for an injunction to restrain the defendant from building so as to cause a nuisance or illegal obstruction to any of the plaintiff's ancient lights, and for an order upon the defendants to pull down the buildings already erected. The Red Lion public-house stands at the corner of Benjamin-street and Cowcross-street, with a narrow frontage on the latter and a long front to Benjamin-street, containing on the ground floor in succession from Cowcross-street a public bar, a private bar, and a saloon bar. Benjamin-street is a narrow lane only thirteen feet wide, and on the other side of it, facing Cowcross-street, had existed since 1880 (when the Red Lion was built), a china and glass warehouse about thirty-two feet high. This old building lay opposite the plaintiff's public and private bars, which, however, obtained sufficient light from the open space of Cowcross-street, except the further portion of the private bar. Next to the defendant's old building came a gap with a wall only eleven feet high. At a distance of nine feet from the warehouse wall the gap sloped up to a height of eighteen feet. Twenty feet from the warehouse stood another building about thirty feet high. Opposite the gap were the glazed doors of the saloon bar of the Red Lion and the windows of the dining-room on the first floor. Beyond were windows lighting a staircase, pantry, scullery, and pothouse, all deriving light from this gap. The new warehouse proposed to be erected by the defendant had a height of thirty-eight feet uniformly, not including a Mansard roof, and entirely blocked up the existing gap. An *interim* injunction was granted last sittings, but the defendants continued to build. On a motion for committal it had been agreed to suspend building at a point opposite the western door-post of the private bar of the Red Lion—that is, practically where the old main building of the defendant ended. Evidence was given to shew that the damages, so far as could be estimated, were about £900, including sums for extra gas and decoration. The defence, in substance, was that when the new building was completed the plaintiffs' premises would not be rendered less fit for purposes of business or occupation thereby, and that the light still received by the plaintiffs from all sources would be sufficient, and alternatively that it was a case for damages and not for an injunction. For the plaintiffs it was argued that a very considerable interference with the lights of the Red Lion had been proved, with consequent injury to the trade and comfort of the house. Before the decision of the House of Lords in the case of *Colls* v. *Home and Colonial Stores* (53 W. R. 30; 1904, A. C. 179) evidence of substantial damage would by itself have given a right to an injunction, and even in that case *Back* v. *Stacey* (2 Car. & P., p. 465) and *Parker* v. *Smith* (5 Car. & P. 438) had been accepted by the House of Lords as shewing the proper direction to give to a jury. The damages here were very difficult to assess, and it was oppressive to force the plaintiffs to sell on an estimate, however liberal. An injunction was therefore clearly the proper remedy. For the defendant it was contended that *Colls* v. *Home and Colonial Stores* had overruled *Scott* v. *Page* (34 W. R. 465, 31 Ch. D. 554), and that in no case now must an injunction be granted if damages were sufficient: *Kine* v. *Jolly* (SOLICITORS' JOURNAL, *ante*, p. 164; 1905, 1 Ch. 480). But if his lordship took a serious view of the damages the defendant would prefer an injunction.

FARWELL, J., in giving judgment, said: This is the first light and air case which has come before me since the decision of the House of Lords in *Colls* v. *Home and Colonial Stores*, and I wish to say a few words as to my understanding of that case. But for *Colls' case* it is plain that this action would never have been defended. There is a general impression that the judgment in that case has disturbed things more than it has. I have carefully considered the recent cases of *Kine* v. *Jolly* and *Ambler* v. *Gordon* (1905, 1 K. B. 417). Apart from express contract or grant, the owner of a house has no right to any access of light to the windows thereof over the land of another until he has acquired it by prescription or grant. When he has so acquired it he has an easement of light attached to his house. Any substantial interference with his comfortable use and enjoyment thereof, according to the usage of the neighbourhood, is an actionable nuisance at common law. A neighbour's brick burning or fried fish shop may be a nuisance in respect of smell, his pestle and mortar in respect of noise, and in like manner his new building may be a nuisance in respect of light. The right to light has to be acquired, the right to freedom from smell and noise are incident to the right of property, but the wrong done is in each case the same. The acquisition of the easement being a condition precedent, the courts in many cases appear to have addressed themselves rather to the extent of the easement acquired and the amount of such easement taken away by the defendant than to the sufficiency for ordinary purposes of the amount of light left. The dominant owner was never entitled either by prescription or under the Act to all the light that came through his windows. The question always was whether so much had been taken as to cause a nuisance. But for many years the tendency of the court had been to measure the nuisance by the amount taken from the light acquired, and not to consider whether the amount left was sufficient for the reasonable comfort of the house. It is in this respect that *Colls' case* has, I consider, readjusted the law. It is still a question of nuisance or no nuisance, but the test of nuisance is not How much light has been taken, and is that enough materially to lessen the enjoyment and use of the house that its owner previously had? but How much is left, and is that enough for the comfortable use and enjoyment of the house according to ordinary requirements? This was substantially the direction to the jury in *Back* v. *Stacey* (2 C. & P. 465). This puts the case of nuisance by interference with light on the same footing as other cases of nuisance, such as noise, for apart from the always important question of the character of the locality, the fact that an owner has enjoyed exceptional quiet gives him no more than the ordinary freedom from extraordinary noises. I am bound by the case of *Shelfer* v. *City of London Electric Lighting Co.* (43 W. R. 238; 1895, 1 Ch. 287) until it has been expressly overruled by the House of Lords. Mere comment by individual members of that court cannot have that effect. The case here is simple. I have no hesitation in finding that the erection of the proposed building is, under the circumstances, a legal nuisance, and that there has been a substantial deprivation of light which has prevented the plaintiff from carrying on his business as he was accustomed. I must

therefore grant a perpetual injunction.—Counsel, *Jenkins*, K.C., *L. B. Sebastian* and *Carden Noad*; *Upjohn*, K.C., and *J. Tanner*. Solicitors, *Marson, Son, & Haigh*; *Letts Brothers*.

[Reported by C. H. Carden Noad, Esq., Barrister-at-Law.]

THE CORPORATION OF BIRMINGHAM *v.* THE BIRMINGHAM CANAL NAVIGATIONS CO. Farwell, J. 18th May.

Canal Company Regulated by Local Acts—Erection of Station for Generating Electrical Energy—Right to Take Water from the Canal under the Acts for Purposes of Condensing—Meaning of Term Manufactory—Construction of Local Acts.

This was an action by the plaintiffs, who are the owners of land situated within 200 yards of the Birmingham and Fazeley Canal, belonging to the defendant company, upon which they are erecting a station for the generation and supply of electrical energy for lighting and power purposes, claiming a declaration that they were entitled to take water from the said canal to be used for purposes of condensation by the steam engines to be employed in creating electrical energy, under and by virtue of the provisions of the local Acts by which the powers and duties of the defendant company are regulated. By section 15 of the 23 Geo. 3, c. 92 (one of the earlier Acts regulating the powers and duties of the canal company), after reciting that many of the manufactories of Birmingham laboured under inconveniences from the scarcity of natural waterfalls, it was enacted (*inter alia*) "that it shall be lawful to and for all persons whomsoever who now do or may hereafter possess any land within one hundred yards of the canal, and may be disposed to erect one or more fire or steam engines thereupon for carrying on the above manufactories, and for the use of corn mills . . . to draw from the said canal such quantities of water as shall be sufficient for the purposes of such engines." This provision was subsequently repealed by section 42 of the 5 Will. 4, c. 34, and re-enacted in a somewhat different form as follows: "That it shall and may be lawful to and for all persons and corporations whomsoever who now possess any steam engines situated within two hundred yards of the said canals, and used for the purpose of any manufactories, or for any corn mills, iron works, collieries, or other works, and also for all persons and corporations whomsoever, who now do or may hereafter possess any land lying within that distance of the said canals now existing or hereafter to be made, and who may be disposed to erect any fire or steam engines thereupon for carrying on the above manufactories, or for the use of corn mills . . . to draw from the said canals such quantities of water as shall be sufficient to supply such engines." Although other questions with regard to interference with the canal, and as to whether the engines used by the plaintiffs could properly be considered as "condensing engines" might hereafter arise, it was agreed by the defendant company that the sole point to be determined in this action should be whether a large generating station fitted with steam engines for carrying on the generation of electrical energy is a manufactory or corn mill within the meaning of section 82 of the Act of 1835. It was contended on behalf of the plaintiffs that the words "above manufactories" contained in section 82 of the Act of 1835 were not intended by the Legislature to be confined to the class of manufactories which existed in and around Birmingham in the year 1835, but must be construed to include manufactories which have sprung into existence after the passing of the Act, since in interpreting statutes a word denoting genus includes new species (Maxwell's Interpretation of Statutes, 3rd ed., p. 109). Also, that electricity, being a measurable and merchantable article, comes within the meaning of the word "manufacture" as generally understood at the time when the Act was passed. On behalf of the defendants it was contended that the words of section 82 limited the right to take water to the class of manufactories existing at the date when the Act was passed; and, further, that electricity being merely a source of power used in the production of merchantable articles, could not properly itself be termed a manufacture. In support of this contention *R.* v. *Wheeler* (2 Barn. & Ald., at p. 349), and the definition of "manufacture" given in Johnson's and the Imperial dictionaries were referred to. *Cur. adv. vult.*

May 25.—Farwell, J., delivered judgment as follows: The plaintiffs in this action claim to be entitled to take water free of charge from the Birmingham and Fazeley Canal to the amount of some 25,000 gallons per hour, for condensation in the steam engines to be used for the purposes of the generating station, under section 82. As I read the section, a distinction is made between manufactories and corn mills, iron works, collieries, and other works, the word manufactory therefore cannot be taken in its *primâ facie* sense. I think the section must be taken to contemplate the state of things which existed in the year 1835 when the Act was passed, in accordance with the rules of construction laid down by Jessel, M.R., in *Attorney-General* v. *Noyes* (8 Q. B. D., at p. 138) and by Turner, L.J., in *Hawkins* v. *Gathercole* (6 De G. M. & G., at p. 22). The question is not "What does the word manufacture mean generally?" but "What does it mean with reference to this section?" I think, looking at the intention of the Legislature, that a generating station might possibly be included in the term "works," but not in the term "manufactory," and the term works is not incorporated in that part of the section which relates to the erection of engines in the future. The result is that the plaintiffs are not entitled to take water from the canal under section 82, and the action must be dismissed with costs.—Counsel, *Upjohn*, K.C., and *R. J. Parker*; *Cripps*, K.C., and *C. H. Sarjant*. Solicitors, *Sharpe, Parker, Pritchards, & Co.*, for *E. A. Smith*, Town Clerk, Birmingham; *Mackrell & Co.*, for *Wragge & Co.*, Birmingham.

[Reported by E. Wavell Bridges, Esq., Barrister-at-Law.]

***Re* W. C. FRANCIS. FRANCIS *v.* FRANCIS.** Swinfen Eady, J. 23rd and 25th May.

Will—Construction—Gift Vested or Contingent—To Devisees "When They Shall Attain the Age of Twenty-five Years"—Executory Limitations Over—Residuary Devise and Bequest.

Adjourned summons. William C. Francis, by his will dated the 2nd of December, 1893, after appointing his brother Charles R. Francis executor thereof and giving him a sum of £1,200 owing from him and secured on mortgage, continued: "I give, devise, and bequeath my two houses in Princes-street, Brighton, in the county of Sussex, unto my niece Hilda May Francis when she shall attain the age of twenty-five years; I give, devise, and bequeath my two houses situate in Hamilton-road, Brighton, aforesaid unto my niece Eva Noel Francis when she shall attain the age of twenty-five years; I give, devise, and bequeath my house situate in York-road, West Brighton . . . and numbered 10 in the said road, to my nephew Horace Arthur Francis when he shall attain the age of twenty-five years." And after another devise and bequest and two legacies not material, the testator continued: "And I give, devise, and bequeath all my real and personal estate not hereby otherwise disposed of subject to the payment of my funeral . . . expenses, &c., unto my brother Charles R. Francis absolutely and for his own use and benefit." The testator made a codicil to the said will, dated the 11th of December, 1893, which is not material. The testator died on the 21st of May, 1895, and his will was duly proved by his executor therein named. He was at the date of his will and up to his death seised of the houses which were devised by the will, and which were freehold. It was found later that the houses devised to his niece Hilda May Francis were Nos. 55 and 57, Princes-road, not Princes-street, Brighton, as called in the will. Since the testator's death the executor had treated the nieces and nephew, who were his children and still infants under the age of twenty-one years, as having merely a contingent interest under the will, and had taken the rents and profits as tenant for life subject to the said devises to the children taking effect on their respectively attaining twenty-five years of age. Being desirous of selling the property, and having received two offers for the houses in Princes-road and Hamilton-road respectively, which he considered advantageous, he as residuary devisee and executor took out an originating summons for the determination of the following questions and relief under order 54 (*a*), ord. 55, r. 3, and the Settled Land Acts, 1882 to 1890—viz., whether on the true construction of the said will he as residuary devisee was entitled in fee simple to the above-mentioned houses in Princes-road, Hamilton-road, and York-road, subject to the executory limitation over in fee simple to the defendants Hilda May Francis, Eva Noel Francis, and Horace Arthur Francis if and when they respectively should attain the age of twenty-five years, and also that certain fit and proper persons therein named be appointed trustees for the purposes of the Settled Land Acts, 1882 to 1890, of the settlement created or deemed under the said Settled Land Acts to be created by the above-mentioned will in regard to the above-mentioned houses. And if the court should hold that the devises of the several houses in question were vested and not contingent, trustees also of the said will so far as regarded the above-mentioned houses for all purposes of section 42 of the Conveyancing Act, 1881.

Swinfen Eady, J., read the following written judgment: By his will the testator gave, devised, and bequeathed his two houses in Princes-road, Brighton (in the will described as Princes-street), unto his niece Hilda May Francis "when she attain the age of twenty-five." The will contains a similar devise of two other houses to his niece Eva when she shall attain twenty-five years, and a similar devise of another house to his nephew Horace when he shall attain twenty-five. Several pecuniary legacies are given, and the will contains a devise and bequest of all the testator's real and personal estate not thereby otherwise disposed of subject to the payment of his funeral and testamentary expenses and the legacies and annuities bequeathed by his will or any codicil unto his brother, the plaintiff Charles Randall Francis, absolutely. The testator died on the 21st of May, 1895. The two nieces and the nephew are still under twenty-one. The question is, what interest do they take under the will? The plaintiff, their father, contends that under the will he is now entitled to the houses as residuary devisee in fee simple, defeasible however, and subject to an executory limitation over in fee simple to the nieces and nephew respectively on their attaining twenty-five. The infants contend that they are now respectively entitled to immediate vested estates subject to be divested upon death under twenty-five. If the devise to the testator's niece Hilda is contingent upon her attaining twenty-five, it is not disputed that the plaintiff will acquire under the residuary devise all interest in the property not given to Hilda. The language of the residuary devise does not, however, in my opinion assist the construction of the will, or afford a context for construing the devise to Hilda as vested, when otherwise it would be contingent. In my opinion the devise to Hilda, standing alone as it does, and not preceded by any intermediate interest, is contingent, and the attainment of twenty-five is a condition precedent to the estate vesting in her. It is the case of a devise in form contingent, and which stands alone and without any context to enable the court to hold it to be vested. There is not in terms any gift or disposition of the rents until Hilda attains twenty-five which might have enabled the court to say that attaining the prescribed age no more imported a condition precedent than any other words indicating that the remainderman was not to take until after the determination of the particular estates. Nor is there in terms any gift over on Hilda dying under twenty-five which might have enabled the court to hold that Hilda took whatever was not given over to the party claiming under the devise over, and construe the condition as a condition subsequent, divesting a previously vested estate. It is a simple case of a devise to Hilda when she shall attain twenty-five. All the authorities agree that

such a devise unaided by any context is contingent upon the devisee attaining twenty-five. In such a case I can draw no distinction between "when she shall attain twenty-five" and "if she shall attain twenty-five." His lordship read *Grant's case*, decided in 29 Eliz., and cited in *Lampet's case*, 10 Co. Rep. 50*a*, and reported Cro. Eliz. 122.] Mr. Fearne's opinion was that in such a case the devisee, until he attains the prescribed age, takes no interest whatever in the devised lands: see Fearne's Posthumous Works, on p. 191, where the reasons for that opinion are fully set forth. [His lordship referred to Tindal, L.C.J.'s, remarks on p. 590, in *Phipps* v. *Ackers* (9 Cl. & F. 583); James, L.J., on p. 417, in *Andrews* v. *Andrews* (24 W. R. 349, 1 Ch. D. 410), and the Vice-Chancellor's remarks on pp. 309 and 310 in *Love* v. *Love* (7 L. R. Ir. 306).] The opinion of the text-writers are all to the same effect. [His lordship referred to Jarman on Wills (5th ed.), p. 762; Hawkins on Wills, p. 240; and Theobald on Wills (5th ed.), p. 496.] I therefore declare that as regards the two houses in Princes-road, Brighton, the plaintiff is entitled in fee simple under the residuary devise, subject to an executory limitation over in fee simple to the defendant Hilda May Francis, if and when she attains the age of twenty-five, and I make a similar declaration as regards the other properties. I appoint the trustees for the purposes of the Settled Land Acts as asked, and direct that the cost of the summons be borne by the three properties in equal third parts.—Counsel, *T. Pakenham Law*; *F. E. Farrer*. Solicitors, *Radford & Frankland*, for *Holmes & Johnson*, Brighton.

[Reported by A. R. Taylour, Esq., Barrister-at-Law.]

Re **CHANT. BIRD** *v.* **GODFREY.** Warrington, J. 17th and 24th May.

Limitation of Actions—Simple Contract Debt—Administration—Real Estate Devised—Tenant for Life and Remainderman—Payment of Interest by Tenant for Life—Limitation Act (21 Jac. 1, c. 16)—Administration of Estates Act 1833 (3 & 4 Will. 4, c. 104).

Summons. By his will Thomas Chant, who died in 1894, after bequeathing his personal estate to his wife, Emma Chant, subject to his debts, devised certain houses to his brother, Edwin John Chant, and other houses to his sister, Elizabeth Brake, and he devised the residue of his real estate to his wife for her life, and after her death as to part thereof to Elizabeth Brake, and as to the rest to E. J. Chant, and he appointed certain persons executors and trustees of his will. The testator was at his death indebted to the plaintiffs in the sum of £298 upon simple contract. In 1895 the plaintiffs had made an arrangement with the executors and the tenant for life under which they had from time to time received payments on account of the principal and interest of the debt. It was admitted that some at least of these payments—at all events of the more recent ones—were made out of the parts of the real estate of which Mrs. Chant was tenant for life. These payments continued until 1903. On the 6th of February, 1905, the creditors took out this summons against the executors, the tenant for life, and Mrs. Brake and E. J. Chant, the devisees in remainder and also specific devisees, asking for administration of the real and personal estate of the testator. The devisees other than the tenant for life contended that the debt was barred as against them by lapse of time.

May 24.—Warrington, J.—The debt is a simple contract debt, and the right of action is equitable only, arising under the Administration of Estates Act, 1833 (3 & 4 Will. 4, c. 104). So far as any Statute of Limitations is applicable to a suit in equity, the statute in the present case is that of 21 Jac. 1, c. 16. As the regards the estate which is subject to the life interest, the case is directly within the authority of *Re Hollingshead*, *Hollingshead* v. *Webster* (36 W. R. 660, 37 W. R. 631), and so far as this part of the estate is concerned the defendant's case fails. Next, has the debt been kept alive against the other real estate in which there was no tenancy for life? The point has not been expressly decided, but in my opinion it is covered by the principle of the cases of *Roddam* v. *Morley* (5 W. R. 510, 1 De G. & J. 1) and *Dibb* v. *Walker* (37 Solicitors' Journal 355, 41 W. R. 427; 1893, 2 Ch. 429). These were cases of specialty debts. *Re Hollingshead* shews that as to the effect of part payment there is no material difference between the case of a simple contract and a specialty debt. All the devisees are liable in the sense that they may all be sued in equity, and in my opinion part payment by any one of them is a payment by a person liable, and therefore, according to *Roddam* v. *Morley* and *Dibb* v. *Walker*, it sets free the action, not only as against the person making the payment, but as against all persons liable. There must, therefore, be the usual judgment for the administration of the real and personal estate.—Counsel, *Fossett Lock*; *Cozens-Hardy*; *E. S. Ford*. Solicitors, *J. T. Davies*; *Samuel Price & Sons*; *Robbins, Hay, Waters, & Hay*, for *H. S. & S. Watts*, Yeovil.

[Reported by Neville Tebbutt, Esq., Barrister-at-Law.]

High Court of Justice.—King's Bench Division.

EVERALL *v.* **BROWN.** Div. Court. 22nd May.

County Court—Remitted Action—Discretionary Power of County Court Judge to Deprive Successful Party of Costs—County Courts Act, 1888 (51 & 52 Vict. c. 43), ss. 65, 113.

This was an appeal by the plaintiff from an order of the judge of the Ludlow County Court, who had decided that in the circumstances the plaintiff was not entitled to costs. The action was originally brought under order 14 on a special indorsed writ in the High Court to recover £40, the balance of the price of some cows which the plaintiff had sold to the defendant, and the master ordered judgment to be signed for the plaintiff for £21 18s. 9d., and gave the plaintiff leave to sue for the balance, £18 1s. 3d., in the county court, where the question raised by the defendant's counterclaim was also to be tried. The case having been remitted accordingly, the county court judge found that the plaintiff was entitled to jugment for £8 1s. 3d., and the defendant on his counterlaim to judgment for £7 8s. 9d. As the plaintiff has thus only recovered 12s. 6d., he decided that, in the circumstances, he ought not to award costs to either party. It was on this decision as to costs that the plaintiff appealed. On behalf of the plaintiff it was submitted that in a remitted action the judge had no discretion, and that under sections 65 and 113 of the County Courts Act, 1888, costs followed the event. Moreover, in giving costs the county court judge ought to consider the fact that in these proceedings the sums recovered under this judgment and that in the High Court together amounted to a sum that entitled the plaintiff to an order for costs on the High Court scale. [Lord Alverstone, C.J.—Under the Act of 1888 the question of costs is discretionary with the county court judge, and in this case he appears only to have decided the point in reference to the county court action.] *Aston Tube Works* (*Limited*) v. *Dumbell* (1904, 1 K. B. 535) was an authority in the plaintiff's favour. *Spencer* v. *Foster* (1905, 1 K. B. 434) was also referred to.

The Court dismissed the appeal.

Lord Alverstone, C.J., said no ground had been shewn for interfering with the discretion that had been exercised by the judge in this case unless the plaintiff's contention was right, and that in a remitted action the judge had no discretion. Section 113 gave the judge a general discretion over the question of costs, and if that was intended to be limited or removed in the case of remitted actions, clearer words than were to be found in section 65 would have been used by the Legislature. In *Spencer* v. *Foster* it was held that where an action in the High Court had been remitted the county court had the same powers of amendment as if the action had been originally brought in the county court. It would therefore be a strong thing for this court to hold that a county court judge had no discretion as to the costs of an action that he had jurisdiction to try and had heard and determined. He thought that the words in section 65 as to the costs being allowed on the scale for the time being used in the county courts meant that the taxing-officer was to tax the costs according to the scale allowed. This was not one of those cases "otherwise provided for" within section 113. It had been pointed out, moreover, that the costs in the High Court were dealt with by the High Court prior to the remittal, and therefore the only costs upon which the county court judge had exercised his discretion in the present case were those in connection with the proceedings in his own court.

Kennedy and Ridley, JJ., concurred. Appeal dismissed with costs; leave to appeal granted.—Counsel, *Disturnal*; *Micklethwait*. Solicitors, *Jaques & Co.*, for *C. B. Cottam*, Ludlow; *W. C. Tyrrell*.

[Reported by Erskine Reid, Esq., Barrister-at-Law.]

THE AUSTIN FRIARS STEAM SHIPPING CO. (LIM.) *v.* **STRACK AND OTHERS.** Div. Court. 18th and 29th May.

Seamen—Contract for Service—Ship Confiscated by Russian Government—Crew Sent Back Overland—Claim for Balance of Wages—Damages—Merchant Shipping Act, 1894, ss. 164, 158—Employers and Workmen Act, 1875 (as Amended by 43 & 44 Vict. c. 6, s. 11).

This was an appeal by the shipowners from a decision of an alderman, given in the City of London Court. The respondents were the boatswain, Strack, and other members of a crew shipped at Bremerhaven in November, 1903, on board the appellants' vessel, *The Cheltenham*, who had signed ship's articles in the usual form. On the 11th of March, 1904, after war had been declared between Russia and Japan, *The Cheltenham* was chartered by a firm of contractors for the Chemulpho Railway Co. for six months, and made several voyages between Japan and Korea, carrying cargoes of railway materials, which had been declared contraband of war both by the Japanese and Russian Governments. On the 2nd of July, 1904, the vessel, while proceeding from Otaru to Fusan, in Korea, with a similar cargo was captured by a Russian gunboat and the vessel and her cargo confiscated. The respondent and the rest of the crew were sent by the overland route from Vladivostock, *viâ* St. Petersburg, to London, partly at the charge of appellants and partly at the charge of the Russian Government. In these circumstances the respondents claimed wages from the 2nd of July, 1904, till the 30th of August, 1904, when they arrived in London, where they contended they were paid off. The appellants, on the other hand, submitted that they were only liable to pay wages up to the 2nd of July, the date of the capture, or at the latest up to the 11th of July, when the decision of the prize court was communicated to the captain and crew. The questions were whether the alderman was right in holding that the respondents were entitled to wages up to the 30th of August, 1904, and whether in the circumstances stated in the special case the appellants had committed a breach of contract whereby the respondents had suffered injury and were entitled to recover damages. The appeal was argued on the 18th of May, when judgment was reserved.

May 29.—Ridley, J. (who read the judgment of the Court, which consisted of Lord Alverstone, C.J., and Kennedy, J., and himself), said the opinion of the court was asked on two cases that had been stated by an alderman for the city of London, the first raising the question whether the respondent Strack was entitled to the balance of wages calculated from the 2nd of July, 1904, to the 30th of August, 1904, which he had taken out a summons under section 164 of the Merchant Shipping Act, 1894, to recover. The shipowners contended that the ship when taken by the Russian Government was "lost" within the meaning of section 158 of that Act, and that the respondent having been paid all the wages due to him up to that date they were under no further liability. By the contract Strack was entitled to be paid at the rate of £5 a month till the vessel returned back to the United Kingdom and the crew were

paid off. In the opinion of the court, in the circumstances, the magistrate was right in holding that wages were payable from the date of the seizure until the 30th of August, and the appeal on that question failed.

The other question raised by the second case was whether the respondent Strack and eighteen others of the crew of *The Cheltenham* were entitled to £10 damages each against the shipowners under the Employers and Workmen Act, 1875 (as amended by 43 & 44 Vict. c. 16, s. 11), for breach of agreement, the respondents alleging that the sum given for their travelling expenses was insufficient for that purpose. The alderman had held that they were so entitled, and that £10 a man was a reasonable sum, and on this point also his decision would be upheld. Both appeals would therefore be dismissed with costs.—Counsel, *Scrutton, K.C.*, and *Dawson-Millar; Robson, K.C.*, and *J. H. W. Pilcher*. Solicitors, *Botterell & Roche; Pattinson & Brewer*.

[Reported by Erskine Reid, Esq., Barrister-at-Law.]

GREENWELL *v.* **WELCH.** Div. Court. 26th May.

Landlord and Tenant—Illegal Distress—Trespass ab initio—Right of Landlord to Make Fresh Levy.

This was an appeal by the plaintiff from a judgment given for the defendant in an action for replevin, and raised an important point in the law of distress. The plaintiff was the wife of the tenant of a house at Chingford, and the defendant was the landlady. At Midsummer, 1904, two quarters' rent was owing, and on the 17th of July the plaintiff put in a distress. The bailiff forcibly effected an entrance and seized furniture belonging to the plaintiff. He remained in possession eleven days, but on the 30th of July went out and was refused admission, and made no attempt to get in again. In August a fresh distress was levied for the same rent by another bailiff under a fresh warrant, and goods were seized which to some extent were different from those seized on the previous occasion. The goods were removed and advertised for sale, the plaintiff took the necessary steps to have the goods replevied to her. The plaintiff and her husband also issued a writ in the High Court claiming damages for illegal entry on the 19th of July, and the plaintiff issued another writ for the detention of goods seized on the 5th of August. On replevin, however, being effected, these two actions were dropped. Before the county court judge it was admitted that the first distress was altogether illegal, and that the second distress was altogether independent of the first, and it was argued for the plaintiff that the fact of the first distress had destroyed the right to make a second distress. For the defendant it was contended that the first distress was void *ab initio*: *Attack* v. *Bramwell* (32 L. J. Q. B. 146). The county court judge gave judgment for the defendant, being of opinion that the first distress was altogether void, and that she thereby lost her right of distress. For the appellant it was contended that the first proceeding was an irregular distress and not a trespass. The defendant could not set up her own wrong. Counsel cited *Bagge* v. *Mawby* (22 L. J. Ex. 236) and *Re Hallett* (13 Ch. D. 696). For the respondent it was contended that the first proceeding was merely a trespass. Counsel cited *Dawson* v. *Crofts* (1 C. B. 961).

The Court (Kennedy and Ridley, JJ.) dismissed the appeal.

Kennedy, J.—I am clearly of opinion that the first proceeding was not a distress. Apart from the case (*Attack* v. *Bramwell*) which has been cited to us, one may look at the reason of the thing. The reason why a landlord had no right to levy a second distress was because if a landlord having this special protection voluntarily surrendered the opportunity of getting all he was entitled to he would not have it again. But here the bailiff broke in illegally, and there was nothing which could have been successfully pleaded as a voluntary withdrawal from the completion of a distress which would have given him all that which he sought to obtain by the previous proceeding. It is said that she is estopped from setting up her own wrong. I do not think that argument is sound. Rent was due and the landlord levied, and it is really the plaintiff who is setting up the first proceeding; and the defendant's answer to that is that the plaintiff is not entitled to set it up as a distress because she has treated it as a trespass.—Counsel, *Foa; Morton Smith* and *P. B. Morle*. Solicitors, *Lumley & Lumley; Honey & Son*.

[Reported by Alan Hogg, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re **HAMILTON, YOUNG, & CO.** *Ex parte* **CARTER.** Bigham, J. 8th and 22nd May.

Bankruptcy—Bill of Sale—Letter of Lien—Bills of Sale Act, 1878 (41 & 42 Vict. c. 31), s. 4.

Special case stated by the judge of the County Court of Lancashire, holden at Manchester, for the opinion of the High Court under the provisions of section 97, sub-section 3, of the Bankruptcy Act, 1883. Messrs. Hamilton, Young, & Co., the bankrupts, had borrowed money from the National Bank of India (Limited), giving them a security over goods in the hands of a firm of bleachers in the following form: "We beg to advise having drawn a cheque on you for £—, which amount please place to the debit of our loan No. 2 account as a loan on the security of goods in course of preparation for shipment to the East. As security for this advance we hold on your account and under lien to you the undermentioned goods in the hands of Messrs. ——— as per their receipt indorsed." The trustee in the bankruptcy contended that the above letter of lien required registration as a bill of sale, and also, on the facts, that the goods were in the order and disposition of the bankrupts with the consent of the bank. He therefore submitted that the letter of lien was void and that the bank was not entitled to rely upon it as a security for the loan. The bank, on the contrary, contended that the letter of lien was a document given in the ordinary course of business and within the exceptions enumerated in section 4 of the Bills of Sale Act, 1878. The facts were stated in the form of a special case by the judge of the county court for the decision of the question of law by the High Court.

Bigham, J., held that the document evidenced an ordinary transaction between bankers and merchants, and that the intention of all parties was that the bleachers in whose hands the goods were should hold them for the bank and would be bound to hand them over to the bank. It was a document accompanied by a transfer of goods in the ordinary course of business, and came within the exceptions in section 4 of the Bills of Sale Act, 1878. His lordship further found as a fact that the goods were the property of the bank, and that the bank had never consented to their being in the order and disposition of the bankrupts. The question was therefore answered in favour of the bank.—Counsel, *Hansell; Schiller*. Solicitors, *Chester & Co.*, for *Bullock, Worthington, & Jackson*, Manchester; *Sanderson & Co.*

[Reported by P. M. Francke, Esq., Barrister-at-Law.]

Re **GARRARD.** *Ex parte* **THE BANKRUPT.** Bigham and Darling, JJ. 22nd May.

Bankruptcy—Practice—Appeal—Security for Costs—Bankruptcy Act, 1883 (46 & 47 Vict. c. 62), s. 27—Bankruptcy Rules, 1886, 1890, r. 131.

The bankrupt had applied to a registrar for leave to examine a witness privately under section 27 of the Bankruptcy Act, 1883. The registrar had refused the application, and the bankrupt, having lodged notice of appeal, now applied in person to the court to dispense with the deposit of a sum of £20 required by rule 131 as a condition of entering an appeal "to satisfy, in so far as the same may extend, any costs that the appellant may be ordered to pay." The ground of his application was that as there could be no respondent to the appeal there were no costs to be provided for.

The Court (Bigham and Darling, JJ.) allowed the application and dispensed with the deposit.

[Reported by P. M. Francke, Esq., Barrister-at-Law.]

Re **MOSS.** *Ex parte* **HALLETT.** Bigham and Darling, JJ. 22nd May.

Bankruptcy—Proof—Principal and Surety—Guarantee of Interest—Covenant to Pay Premiums on a Policy of Insurance—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 37; Schedule II., r. 12.

Appeal from the rejection of a proof by his Honour Judge Tindal Atkinson in the county court at Hertford. In December, 1901, one Cooke lent to the debtor £100 subject to the terms of an indenture dated the 11th of December, 1901, to which Cooke, Moss, the debtor, and Hallett, the appellant, were parties, whereby Hallett and Moss jointly and severally covenanted to pay interest on the loan "so long as any principal money remained due." By the same indenture Moss assigned to Cooke all his interest in a policy of insurance as security for the loan, and Moss and Hallett jointly and severally covenanted to pay the premiums on the said policy. On the 28th of November, 1903, a receiving order was made against Moss, and he was subsequently adjudicated bankrupt. Cooke proved against the estate for the balance of the principal sum of £700, after valuing the policy he held as security at £100. Hallett also claimed to prove in respect of the liability he alleged he was under to Cooke in respect of interest on the sum of £700 so long as any principal money remained due, and in respect of the premiums due on the policy of insurance, which liabilities were assessed at £600 and £813 16s. 2d. respectively. The trustee rejected the proof, and his rejection was upheld by the judge of the county court of Hertford, from which this appeal was brought.

The Court (Bigham and Darling, JJ.) dismissed the appeal, holding that the proof was rightly rejected upon the grounds stated by the county court judge, viz., that upon the bankruptcy of Moss the principal sum advanced by Cooke was no longer "due" within the meaning of the deed of the 11th of December, 1901. The only liability left was the liability of the trustee in bankruptcy to pay a dividend on Cooke's proof. Cooke could not claim the interest from Moss, and therefore could not claim it from his surety Hallett. Hallett being, therefore, under no liability to Cooke, there was nothing in respect of which he could prove in the bankruptcy. With regard to the policy of insurance Cooke had valued that in his proof at £100, and therefore must be taken to have realized his security, just as if he had sold it to a third party. He could not call on Hallett to pay the premiums on it after he had so valued it, therefore there was no liability from Hallett to Cooke on the policy in respect of which he could prove in the bankruptcy of Moss.—Counsel, *Tindale Davis; Herbert Jacobs*. Solicitors, *R. Jennings; Bate & Co.*

[Reported by P. M. Francke, Esq., Barrister-at-Law.]

At the annual dinner of the Union Society of London, held last week, Lord Justice Vaughan Williams, in reply to the toast of the bench, said that counsel talked a great deal, and judges talked still more, with the result that the case took a long time to try. Talking was supposed to be primarily in the interest of litigants, but every day a case lasted meant a heavy fine to one side or the other. Judges had an audience who naturally laughed at their jokes and philosophy, but there should be a limitation to the joking powers of the bench, especially in criminal cases, for they generally meant a tragedy at home. It was not sufficient excuse to say that jokes did not affect the verdict, because they often did count. Open courts and open criticism were a tonic absolutely necessary to everyone who had to administer justice; therefore, he said, "Look kindly on the bench, but don't fail to criticize them."

Law Societies.

The Law Society.

Total attendances on Council and committees from the 9th of May, 1904, to the 12th of May, 1905, inclusive :

Name.	Council.	Committees.
Mr. Attlee ...	27	18
,, Barker...	35	109
,, Beale ...	24	28
,, Bischoff	24	5
,, Blyth ...	20	18
,, Bristow	32	33
,, Budd ...	25	11
,, Dawes...	15	4
,, Ellett ...	26	32
,, Fladgate	31	73
,, Foster ..	17	3
Sir H. Fowler	9	1
Mr. Gillett...	23	26
,, Godden	30	65
,, Gray ...	25	70
Sir John Gray Hill	17	21
Mr. Gribble	32	49
Sir John Hollams ...	26	14
Mr. Humfrys	10	4
,, Johnson	32	50
,, S. H. King	36	39
,, W. G. King	32	41
,, Lee ...	16	24
,, Manisty	23	1
,, Margetts	12	6
,, Marshall	7	3
Mr. Mathews	6	—
,, Milne ...	5	—
,, Morrell	11	7
,, Pennington	34	99
,, Rawle ...	35	141
Sir A. Rollit	27	8
Mr. Samson	29	30
,, Stewart	8	—
,, Taylor...	32	26
,, Trower	35	43
,, Walters	28	4
,, Wightman	6	—
,, Winterbotham	30	30
,, Witham	31	1
Extraordinary Members of the Council.		
Mr. W. C. M. Adam	7	—
,, J. B. Carslake	5	—
,, F. F. Cartwright	14	2
,, C. J. E. Crosse	11	1
,, T. Eggar ...	13	7
,, E. H. Fraser ...	17	—
,, C. E. Longmore	26	14
,, R. Pybus ...	10	6
,, F. P. Rhodes...	1	—
,, C. E. Stevens...	19	6

Total attendances on Discipline Committee from the 12th of May, 1904, to the 11th of May, 1905 :

Mr. Beale ...	22	Mr. Morrell ...	24
,, Budd ...	20	,, Walters ...	10
,, Ellett...	12	,, Witham ...	34
,, Manisty ...	22		

The United Law Clerks' Society.

The seventy-third anniversary festival dinner in aid of the funds of this society was held on Tuesday. Mr. Justice A. T. Lawrence took the chair, and there were present, among others: Sir G. Lewis, Mr. F. Low, K.C., Mr. English Harrison, K.C., Mr. Bourchier Hawkesley, Mr. A. Powell, K.C., Mr. A. W. Rowden, K.C., and Mr. W. J. Waugh, K.C.

In proposing the toast of "The Society," the chairman said that it was in every way worthy of the support of both branches of the profession. In the past year the society had been more useful and active than ever before in its history, but such extended work required a larger expenditure of money and consequently it had spent £400 more than ever before in its history. The society now numbered 1,350 members, but the invested funds were not as great as they should be, and he thought they might look to receiving more than had been the case in the past from legacies from rich lawyers, as during the whole of its existence it had only received about £8,000 in legacies. For over thirty years he had closely watched the work of the society, and he heartily commended it to the charitable considerable of every member of the profession. He paid a high tribute to the zeal and fidelity with which law clerks fulfilled their duties.

Other speeches followed, and as a result of the dinner subscriptions and donations amounting in the aggregate to £420 were announced.

Legal News.

Changes in Partnerships.

Dissolutions.

Robert Edmund Campbell, Sydney Malcolm Baird, and Harold Wootton Perkins, solicitors (Campbell & Baird), 41, Jermyn-street, London. April 30. The said Sydney Malcolm Baird and Harold Wootton Perkins will carry on business in partnership at the aforesaid address, under the style or firm of Campbell & Baird. [*Gazette*, May 26.

Iltyd Gardner and Edgar Frederic Gardner, solicitors (Gardners), Abergavenny. Dec. 31.

Robert Pashley and R. E. Hodgkinson, solicitors (Pashley & Hodgkinson), Rotherham. Mr. Pashley retires from practice, and Mr. Hodgkinson will continue the business without any alteration in the firm name.

John Harris Square and Berry Reeve Steer, solicitors (Square, Son, & Steer), Kingsbridge and Salcombe. May 22. [*Gazette*, May 30.

Appointment.

Mr. Charles Gill, K.C., has been elected a Bencher of the Honourable Society of the Middle Temple in succession to the late Mr. Kemp, K.C.

General.

In the presence of a crowded gathering, says the *Daily Mail*, Sir Henry Bargrave Deane was on Monday last enrolled the first honorary freeman of Margate, with which he was connected for twenty years as recorder before being made judge of the Divorce Court. The mayor presented the freedom in a massive silver gilt casket.

There is nothing new, says the *Globe*, in the complaint of talkativeness in the courts. The members of the Western Circuit were once notorious for their long speeches. "I am going the Western this time, Maule," said Baron Parke, "and I will make those long-winded fellows shorter, or I will know the reason why?" "Quite right," replied Mr. Justice Maule, "but by the time you get back, Parke, you will know the reason why."

At Maidenhead, on Monday, says the *Times*, Alfred Fossick, solicitor, of Maidenhead, was charged with having misappropriated over £12,000, the property of the executors of the estate of the late Mrs. Agnes Skinner, a widow. The bench remanded the accused for a week. An application for bail was refused, but the bench ordered that the accused should not be sent to Reading Gaol, but be detained at Maidenhead, so that he might transact any necessary business.

A witness in an Indiana court, says the *Central Law Journal*, evinced some disinclination to state her age. "Is it very necessary?" coyly asked the witness, a spinster of uncertain age. "It is absolutely necessary, madam," interposed the judge. "Well," sighed the maiden, "if I must I suppose I must. I didn't see how it could possibly affect the case, for you see——" "Madam," observed the judge, with some asperity. "I must ask you not to further waste the time of this court. Kindly state your age." Whereupon the spinster showed signs of hysterics. "I am, that is, I was——" "Madam, hurry up!" exclaimed the judge, now thoroughly impatient. "Every minute makes it worse, you know."

At the annual meeting of the Incorporated Inns of Court Mission on Wednesday, Mr. Justice Kennedy, in moving the adoption of the report, said that with considerable effort the mission had obtained a handsome commodious building in which to carry on its work. The club had a membership of about 400 men, who worked principally in the neighbourhood of Drury-lane and Lincoln's-inn. Billiard and athletic rooms, and other places of recreation as well as of instruction had been provided for them, and a great uplifting social influence was exerted by the workers in the mission. About £800 a year was required to work the place properly. The estimate for the coming year shewed a deficit of about £200.

On the 29th inst., on his Honour Judge Sir W. L. Selfe taking his seat at the Marylebone County Court, in succession to Judge Stonor, the Registrar, Mr. James Curtis, said that while sitting in that court for the past twelve years he had appreciated Judge Stonor's quickness of perception and power of comprehension in the most difficult cases. The depth of his learning and knowledge, his strong judicial mind, and his great qualities as a judge would make them recollect him for all time, particularly when they remembered also his kindness to the poor as well as to the rich, which was combined in all he did. Mr. Henn Collins, on behalf of the bar, and Mr. Norweiler, on behalf of the solicitors, expressed their regret at Judge Stonor's retirement. Sir W. L. Selfe said that Judge Stonor had retired after service extending over forty years—a period which was almost, if not altogether, without precedent. It was no exaggeration to say that no judge of county courts had had a more distinguished career or acquired a higher reputation than Judge Stonor. He had presided over three circuits, and had served for many years on the Rules Committee of the County Courts, from which he retired only last year. In each sphere of activity he had gained an ever-increasing reputation as a lawyer and a judge.

When the Lord Chancellor's Criminal Cases (Reservation of Points of Law) Bill, which has been read a second time in the House of Lords, comes to be considered in Committee, an attempt will, says the Parliamentary correspondent of the *Times*, be made, unless the Government themselves take the initiative, to secure the insertion of a proviso to the following effect: "Where it appears to the court or judge that it is desirable that a prisoner should be represented by counsel on the argument of the case, the court or judge may, if he or they think fit, certify that the prisoner may have legal aid, and the expenses of such legal aid may be allowed and paid in the same manner as the costs for the prosecution are paid." As soon as printed copies were obtainable the Bill was carefully examined by the General Council of the Bar, who drew up a report for transmission to the Lord Chancellor, the Lord Chief Justice, the Home Secretary, and the Law Officers of the Crown recommending the modifications in procedure embodied in this amendment. Although it appears to be the intention of the measure that the court should have power to stay the execution of the judgment and discharge the prisoner from custody on entering into a recognizance, the prisoner may, under section 2, when the conviction is quashed and a re-trial ordered, be in custody on the original charge and unconvicted. The Bar Council further recommend, therefore, that express powers should be given by the Bill to the court to release him on bail.

At the annual general court of the Royal Exchange Assurance Corporation, held on Wednesday, it was decided that a further dividend of 10 per cent. free of income tax should be paid, making, with the dividend paid on the 6th of January last, £14 per cent. on the capital stock of the corporation for the year 1904.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Farwell.
Monday, June 5	Mr. Carrington	Mr. King	Mr. R. Leach	Mr. Pemberton
Tuesday 6	Beal	Farmer	Godfrey	Jackson
Wednesday 7	Jackson	King	R. Leach	Pemberton
Thursday 8	Pemberton	Farmer	Godfrey	Jackson
Friday 9	Godfrey	King	R. Leach	Pemberton

Date	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.
Monday, June 5	Mr. Greswell	Mr. Beal	Mr. W. Leach	Mr. Church
Tuesday 6	Church	Carrington	Theed	Greswell
Wednesday 7	Greswell	Beal	W. Leach	Theed
Thursday 8	Church	Carrington	Theed	W. Leach
Friday 9	Greswell	Beal	W. Leach	Farmer

The Whitsun Vacation will commence on Saturday, the 10th day of June, and terminate on Tuesday, the 13th day of June, 1905, both days inclusive.

The Property Mart.

Sales of the Ensuing Week.

June 6.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2:—Chislehurst, on St. Paul's Cray Common: An Excellent Freehold Country Residence, affording an exceptional opportunity for securing a perfectly rural home, on gravel soil, in a very healthy and beautiful district, within 20 minutes' rail of London; with possession. Solicitors, Messrs. Hughes, Hooker, & Co., London.—The Grange, Hindhead, Surrey: Freehold Residential Property, occupying a magnificent position, nearly 800 feet above sea-level, in the most charming part of this unrivalled district, about 3½ miles from Haslemere Station on the L. and S.-W. Ry., and less than a mile from the church, post-office, telegraph office, &c. Solicitors, Messrs. Hickson & Moir, London.—Wanstead, Essex: A Freehold Residence, in a pleasantly secluded position, eight minutes' walk from Leytonstone and Snaresbrook Stations; stabling; charming grounds, in all about 1a. 1r. 15p.; with possession. Solicitors, Messrs. Shaen, Roscoe, Massey, & Co., London.—Sutton, Surrey: Freehold detached Residence, "Uplands," Benhill-road, standing in well-matured grounds of about 0a. 2r. 20p., near All Saints' Church and about a mile from the railway station. Solicitors, Messrs. Coulson & Cook, London.—Aldersgate-street, Peckham, Lambeth, Finchley, Stoke Newington, Islington, Hackney, and Worthing: Well-secured Freehold Ground-rent of £9 per annum, and valuable Freehold and Leasehold Properties, comprising 86 Houses and Shops, and Block of Stabling, with a gross rental of about £1,508 18s. per annum. Solicitors, Messrs. Henry Hilbery & Son, and Messrs. Naunton & Son, London. (See advertisements, this week, p. ii.)

June 7.—Messrs. BAXTER, PAYNE, & LEPPER, at the Mart, at 2:—Kent, Orpington: The Chelsfield-lane Estate, comprising about 86a. 1r. 33p. of Freehold Building Land, a few minutes' walk from the railway station; also thereon Eight Picturesque Country Cottages, producing £206 14s., together with Business Premises (in hand) value of £60 per annum. Solicitors, Messrs. May, Sykes, & Co., London.—Freehold Farm, known as Mace Farm, situate at Cudham, in the county of Kent, comprising 182a. 1r. 38p. Valuable Enclosures of Freehold Land, adjacent, and consisting of 27a. 0r. 22p., the whole being in occupation at the annual rent of £130 5s., shooting being let at the yearly rent of £45, which rents will be duly apportioned. Also, at the same time and place, in Eight Lots, Freehold Ground-rents, amounting to £53 15s. per annum, secured on thirty-four Dwelling-houses at Northfleet, Kent, with a reversion from 23 to 34 years to rack-rentals estimated at £490 5s. Solicitors, Messrs. W. W. Wynne & Sons, London.—Beckenham, Kent: "Holme Lea," an attractive Residence at the junction of the Foxgrove and Westgate-roads, with stabling and old-established pleasure grounds, in all about two acres. Solicitors, Messrs. Hores, Pattisson, & Bathurst, London. (See advertisements, this week, p. vi.)

June 7.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, at 2, in Four or Seven Lots:—Bethnal Green, London, E. (adjoining Shoreditch Station, G.E. Railway): Freehold Investments, comprising Forty-four Dwelling-houses and Factory Premises and Stabling, occupying a superficial area of about 42,000 feet; the buildings generally are substantial, and are all let and occupied. Solicitors, Messrs. Crawley, Arnold, & Co., London. (See advertisement, this week, front page.)

June 7.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2:—City of London: Leasehold Investments in Shop Properties, a few yards from Aldersgate-street, E.C. Solicitor, G. D. Perks, Esq., London.—Walworth: A capital Yard, measuring 110ft. by 44ft., with wide gateway entrance, and a 12-roomed Dwelling-house. Solicitors, Messrs. Eaden & Spearing, Cambridge.—Freeholds at Croydon, Leasehold Ground-rents, at Clapham. Solicitors, Messrs. Merriman, Pike, & Merriman, London.—Wandsworth: Six attractive Leasehold Houses, within two minutes of Earlsfield Station; all let, together producing £302 16s. Solicitors, Messrs. Wells & Hind, Nottingham.—Brixton (close to Brockwell Park and electric tram route): Two attractive Residences, producing £109 4s. Solicitor, W. O. Reader, Esq., London. (See advertisements this week, p. v.)

June 8.—Messrs. C. C. & T. MOORE, at the Mart, at 2:—Bethnal Green: Two Leasehold Houses, with Stabling. Solicitors, Messrs. Tatham, Oblein, & Nash, London. (See advertisement, this week, p. viii.)

June 8.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2:—City of London: 11, Grocer's-hall-court. Freehold Premises, only a few doors from Poultry and Cheapside, well-lighted building of ground floor, basement, and three upper floors, with a frontage of about 23ft. 3in.; annual rental value £400. Solicitors, Messrs. Withall & Belton, London.—Leasehold Ground-rents, amounting to £199 7s. per annum net, for terms having from 17½ to 59 years unexpired, secured upon 22 well-situated Private Residences, of the total estimated rack-rental value of £1,800 per annum. Solicitor, Chas. E. Scott, Esq., London.—Highgate-road (opposite Parliament-hill-fields): Leasehold semi-detached Residence, with possession; the house is being redecorated and will be ready for immediate occupation. Solicitor, T. G. Bullen, Esq., London.—Belgravia: Shop and Dwelling-house, 41, Lower Belgrave-street, with stabling in the rear, 8, Chester-place-mews, held for 18¾ years to run at the ground-rent of £6, and underlet on repairing lease at £130 per annum. Solicitors, Messrs. Oldham & Marsh, Melton Mowbray, and Messrs. Crowders, Vizard, Oldham, & Co., London.—14, York-place, Portman-square, W.: A capital Residence, for professional or private occupation, situated near Baker-street Station. Solicitor, R. B. Stewart, Esq., London. (See advertisements, this week, p. ii.)

June 8.—Messrs. STIMSON & SONS, at the Mart, at 2:—Islington: Six Freehold Residences. Maida Vale: Five semi-detached Residences. Mile-end-road: Leasehold Premises. Old Ford: Four Freehold Houses and Shops. Bermondsey: Four Freehold Houses.—Solicitor, A. Solomon, Esq., London. South Hackney: Licensed Beerhouse, known as The Lamb, Wick-road, leased to Mann, Crossman, & Paulin for 35 years unexpired at £40 per annum. Five Houses, one with baker's shop, producing £151 12s. per annum. Bethnal Green: House and Shop, let weekly.—Solicitors, Messrs. Lewis & Sons, London. Leasehold Ground-rents.—Solicitors, Messrs. J. H. Mote & Son, London. (See advertisement, this week, p. vii.)

Winding-up Notices.

London Gazette.—FRIDAY, May 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH AFRICA, LIMITED—Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts or claims, to Voules & Welch, Bishopsgate st Within, solors for liquidators

BRITISH POULTRY SCHOOLS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 26, to send their names and addresses, and the particulars of their debts or claims, to William George Blakemore, 6, Old Jewry

ELECTRIC TURBINE GAS RETORT CHARGING AND DISCHARGING MACHINE CO, LIMITED—Creditors are required, on or before July 11, to send their names and addresses, and the particulars of their debts or claims, to William Knight Wenham, 21, Martin's la, Cannon st

FINANCIAL AND COMMERCIAL BANK, LIMITED—Petn for winding up, presented May 24, directed to be heard June 6. Goldberg & Co, West st, Finsbury circus, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 5

HANNANS TRUST, LIMITED—Petn for winding up, presented May 22, directed to be heard June 6. Enever, Broad st House, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 5

INTERNATIONAL BANK OF LONDON, LIMITED—Petn for winding up, presented May 20, directed to be heard June 6. Bircham & Co, Old Broad st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 5

JAMES WALMSLEY & CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to Titus Thorp, 11, Winckley st, Preston, Wilson & Co, Manchester, solors for liquidator

LLANELLY TRAMWAYS CO, LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to David Evans, Klangennech Park, Carmarthen. Howell, Llanelly, solor for liquidators

MADAME PAGE, LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to John Garland Godwin, 130, Cannon st. Kingsbury & Turner, Brixton rd, solors for liquidator

VINCENT NUTT & CO, LIMITED—Creditors are required, on or before June 26, to send their names and addresses, and the particulars of their debts or claims, to John George Denneby, Albion chmbrs, Bristol. Brown, solor for liquidator

W & RENSHAW & CO, LIMITED—Creditors are required, on or before July 27, to send their names and addresses, and the particulars of their debts or claims, to W B Peat, 3, Lothbury

London Gazette.—TUESDAY, May 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH PURE ACETYLENE GAS CO, LIMITED—Creditors are required, on before July 8, to send their names and addresses, and the particulars of their debts or claims, to Herbert James Leigh Bennett, 15, Victoria st, Westminster. Alsop & Co, Liverpool, solors for liquidator

FRASER RIVER GOLD DREDGING CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to T G Haward, 39, Lombard st. Edell & Gordon, King st, Cheapside, solors for liquidator

Bankruptcy Notices.

London Gazette.—FRIDAY, May 26.

RECEIVING ORDERS.

ADAMS, THOMAS, Bournemouth, Fruiterer Poole Pet May 22 Ord May 22

ANDREW, ARTHUR, Selby, Yorks, Innkeeper York Pet May 22 Ord May 22

BARNETT, ALEY DAVIS, Fulham High Court Pet May 8 Ord May 23

BAXTER & FRANCIS, Basinghall st, House Furnishers High Court Pet March 15 Ord May 23

BERTRAM, ERNEST VERNON, Gt Windmill st, Company Director High Court Pet April 6 Ord May 9

BOLLON, ALFRED, Pudsey, York, Tailor's Presser Leeds Pet May 20 Ord May 20

BOTHAMLEY, THOMAS FREDERICK, Langley Mill, Derby, Tailor Derby Pet May 23 Ord May 23

BOX CHARLES, Chester, Licensed Victualler Chester Pet May 23 Ord May 23

BRAVO, BARNET, Ilford, Essex, Tobacconist Chelmsford Pet May 2 Ord May 22

BREARLEY, HENRY, Chorlton cum Hardy, Butter Merchant Manchester Pet May 4 Ord May 24

BRIDGMAN, J W, Deptford, Licensed Victualler Greenwich Pet May 5 Ord May 23

BRINDLEY, ALBERT RICHARD, Hanley, Watchmaker Hanley Pet May 11 Ord May 22

BROADWAY, HERBERT, Motcombe, Dorset, Job Master Salisbury Pet May 23 Ord May 23

BURGIS, CHARLES COLES, Abingdon, Berks, Grocer Oxford Pet May 5 Ord May 24

CALDER, JOHN JOHNSTON, Chandos st, Charing Cross, Licensed Victualler High Court Pet April 19 Ord May 23

CAPES & SELF, Leadenhall st, Wharfingers High Court Pet March 23 Ord May 23

CARLING, ALEXANDER HAMILTON, Stockton on Tees, Photographer Stockton on Tees Pet May 23 Ord May 23

CLEMENTS, WILLIAM, Hove, Sussex, Family Baker Brighton Pet May 1 Ord May 23

COPELAND, WILLIAM, Biddulph, Stafford, Grocer Macclesfield Pet May 22 Ord May 22

DAVIES, RICHARD, Cwmavon, Glam, Cycle Agent Neath Pet May 22 Ord May 22

DERWETT, ALBERT HARRY, Sutton Coldfield, Schoolmaster Birmingham Pet May 23 Ord May 23

FARMER, FRANCIS, Ogmore Vale, Glam, Milk Vendor Cardiff Pet May 23 Ord May 23

FRENCH, WILLIAM HENRY, and ERNEST FRENCH, Rugby, Confectioners Coventry Pet May 24 Ord May 24

GILMAN, HERBERT, Nottingham, Joiner Nottingham Pet May 23 Ord May 23

GOULD, FREDERICK JAMES, Stoneycroft, Liverpool, Grocer Liverpool Pet May 22 Ord May 22

HALSEY, EDWARD, Watford, Manufacturing Confectioner Aylesbury Pet May 24 Ord May 24

HARLEY, JAMES MIDDLETON, Smethwick, Stafford, Builder West Bromwich Pet May 22 Ord May 22

HOGAN, JAMES, jun, Glanadda, Bangor, Hawker Bangor Pet May 22 Ord May 22

HORSMAN, THOMAS, Bradford, Nurseryman Bradford Pet May 23 Ord May 23

JOHNSON, JAMES, Hepworth, Suffolk, Grocer Norwich Pet May 24 Ord May 24

JOHNSTONE, ROBERT, Nottingham, Draper Nottingham Pet May 23 Ord May 23

JONES, JAMES, Scarborough, Ropemaker Scarborough Pet May 23 Ord May 23

LEWIS, THOMAS ALBERT, Worcester, Licensed Victualler Worcester Pet May 23 Ord May 23

LINK, ELIZABETH, nethersden, Kent Canterbury Pet May 22 Ord May 22

MCCOMBIE, CHARLES FIELD, St Dunstan's hill, Merchant High Court Pet April 28 Ord May 24

MAYMAN, WILLIAM HERBERT, Hereford, Licensed Victualler Hereford Pet May 24 Ord May 24

MEMBERY, SYDNEY, Tipton, Stafford, Fruiterer Dudley Pet April 18 Ord May 24

MILLEN, GEORGE STEPHEN, Bath st, City rd, Cheesemonger High Court Pet May 24 Ord May 24

MORGAN, MORGAN JOHN, Boverton, nr Cardiff, Builder Cardiff Pet April 22 Ord May 22

MORRIS, JAMES, Treeynon, Aberdare, Bread Salesman Aberdare Pet May 23 Ord May 23

NAPPER, HENRY GEORGE, Richmond, Surrey, Corn Merchant Wandsworth Pet May 19 Ord May 22
NORRIS, HENRY THOMAS, Deal, Kent, House Decorator Canterbury Pet May 23 Ord May 23
OVEN, EDWARD, Camberley, Surrey, Estate Agent High Court Pet March 9 Ord May 24
PEARMAN, HARRY MUNRO, Swindon, Wilts, Refreshment Caterer Swindon Pet May 22 Ord May 22
PICKARD, ALFRED, Whitchurch, Hants, Farm Assistant Salisbury Pet May 23 Ord May 23
PLATTS, LAWRENCE HEMSLEY, Nottingham, Lace Agent Nottingham Pet May 6 Ord May 23
READ, HENRY, Gt Grimsby, Journeyman Butcher Gt Grimsby Pet May 22 Ord May 22
RENWARDSON, MARK, Kingston upon Hull, Journeyman Joiner Kingston upon Hull Pet May 22 Ord May 22
ROBINSON, THOMAS, Aston, Warwick, Grocer Birmingham Pet May 23 Ord May 23
ROGERS, RICHARD, Plymouth, Carpenter Plymouth Pet May 22 Ord May 22
ROSEILLY, CHARLES, Brighton, Hotel Proprietor Brighton Pet May 3 Ord May 23
RUSSELL, JAMES, Bishopsworth, Somerset, Farmer Bristol Pet May 22 Ord May 22
SAVAGE, ROBERT, Hythe, Kent, Dairyman Canterbury Pet May 24 Ord May 24
SEALEY, BERNARD, Redditch, Worcester, Fish Hook Maker Birmingham Pet May 22 Ord May 22
SHAW, ALBERT EDWARD, Rugeley, Stafford, Jeweller Stafford Pet May 10 Ord May 22
SMITH, GEORGE, Boylestone, Derby, Carter Burton on Trent Pet May 24 Ord May 24
SMITH, ROBERT, Halifax, Coach Builder Halifax Pet May 23 Ord May 23
SMITH, WILLIAM, Smethwick, Stafford, Plumber West Bromwich Pet May 22 Ord May 22
STONE, FREDERICK WILLIAM, Fishponds, Bristol, Labourer Bristol Pet May 22 Ord May 22
WALLER, MALVINE, & Co, Euston sq, Manufacturing Chemists High Court Pet May 1 Ord May 22
WHEATLEY, HENRY, Pontefract, York Liquorice Refiner Wakefield Pet May 22 Ord May 22
WILKINSON, THOMAS, Middlesbrough, Labourer Middlesbrough Pet May 24 Ord May 24
WILKINSON, WILLIAM, Lancaster, Lancs, Stonemason Preston Pet May 23 Ord May 23
WILKS, WILLIAM, Southsea, Hants, Confectioner Portsmouth Pet May 23 Ord May 23
WILLIAMS, HEDLEY REGINALD SMITH, Maesteg, Glam Cardiff Pet May 23 Ord May 23
WILLIAMS, STEPHEN, Winterslow, Wilts, Labourer Salisbury Pet May 23 Ord May 23
WOLFF, SIMON, Lower Clapton rd, Hackney, Builder High Court Pet April 13 Ord May 22

FIRST MEETINGS.

ADAMS, ALFRED WILLIAM, Rushbury, Salop, Beerhouse Keeper June 3 at 11 30 Off Rec, 42, St John's hill, Shrewsbury
ANDREW, ARTHUR, Selby, Yorks, Innkeeper June 5 at 3.15 Off Rec, The Red House, Duncombe pl, York
BARNETT, ALEY DAVIS, Fulham June 6 at 11 Bankruptcy bldgs, Carey st
BAXTER & FRANCIS, Basinghall st, House Furnishers June 5 at 12 Bankruptcy bldgs, Carey st
BILTON, LAWRENCE COOPER, Nottingham, Provision Merchant June 6 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
BOLLON, ALFRED, Pudsey, York, Tailor's Presser June 5 at 11 Off Rec, 22, Park row, Leeds
BULLINGHAM, JOHN WILLIAM, Worlingworth, Suffolk June 6 at 11.30 Off Rec, 36, Princes st, Ipswich
BUTTERS, CHARLES, Exning, Suffolk, Corn Dealer June 3 at 12 Off Rec, 5, Petty Cury, Cambridge
CALDER, JOHN JOHNSTON, Chandos st, Charing Cross, Licensed Victualler June 5 at 11 Bankruptcy bldgs, Carey st
CAPES & SELF, Leadenhall st, Wharfingers June 6 at 12 Bankruptcy bldgs, Carey st
COLLINS, FRANK, Northampton, Butcher June 5 at 12 Off Rec, Bridge st, Northampton
DOMAN, ALFRED, jun, Dudley, Commercial Traveller June 3 at 11 Off Rec, 199, Wolverhampton st, Dudley
EASTER, HENRY WAITT, Newcastle on Tyne June 5 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
GOULSTON, MAURICE, Coldharbour ln, Brixton, Tailor June 7 at 12 Bankruptcy bldgs, Carey st
HARRIS, MICHAEL, Kenwyn, Cornwall, Ironmonger June 5 at 12 Off Rec, Boscawen st, Truro
HARRISON, HENRY BAINBRIDGE, Norwich, Mechanical Engineer June 3 at 12.30 Off Rec, 8, King st, Norwich
HORSMAN, THOMAS, Ilkley, Yorks, Nurseryman June 7 at 3 Off Rec, 29, Tyrrel st, Bradford
KIRK, WILLIAM, Staveley, Derby, Draper June 3 at 12 Off Rec, 47, Full st, Derby
LEWIS, THOMAS ALBERT, Worcester, Licensed Victualler June 3 at 11.30 45, Copenhagen st Worcester
LILEY, MARY, Mexborough, Yorks June 7 at 12 Off Rec, Figtree ln, Sheffield
MAYMAN, WILLIAM HERBERT, Hereford, Licensed Victualler June 5 at 10 2, Offa st, Hereford
MILLER, JAMES, Ipswich, Suffolk, Dairyman June 6 at 11 Off Rec, 36, Princes st, Ipswich
MOSELY, EDWIN JOHN, Kingston upon Hull, Company Manager June 6 at 11 Off Rec, Trinity House ln, Hull
PICKARD, ALFRED, Whitchurch, Hants, Farm Assistant June 6 at 1.30 Off Rec, City chmbrs, Catherine st, Salisbury
SMITH, ROBERT, Sunderland, Fruiterer June 6 at 3 Off Rec, 3, Manor pl, Sunderland
TWIBY, GEORGE, Hemsworth, York, Nurseryman June 5 at 10.30 Off Rec, 6, Bond ter, Wakefield
TWISSELL, WALTER JACOB, Brynmawr, Brecon, General Dealer June 5 at 3 135, High st, Merthyr Tydfil
WALLER, MALVINE, & Co, Euston sq, Manufacturing Chemists June 5 at 12 Bankruptcy bldgs, Carey st
WHEATLEY, HENRY, Pontefract, Liquorice Refiner June 5 at 11 Off Rec, 6, Bond ter, Wakefield
WILKS, WILLIAM, Southsea, Hants, Confectioner June 5 at 3 Off Rec, Cambridge junc, High st, Portsmouth
WILLIAMS, STEPHEN, Winterslow, Wilts, Labourer June 6 at 2 Off Rec, City chmbrs, Catherine st, Salisbury
WYATT, JOHN, Mortlake, Surrey, Chemist June 7 at 11.30 24, Railway app, London Bridge

ADJUDICATIONS.

ADAMS, ALFRED WILLIAM, Rushbury, Salop, Beerhouse Keeper Shrewsbury Pet May 6 Ord May 22
ADAMS, THOMAS, Bournemouth, Fruiterer Poole Pet May 22 Ord May 22
ANDREW, ARTHUR, Selby, York, Innkeeper York Pet May 20 Ord May 22
BOLLON, ALFRED, Pudsey, York, Tailor's Presser Leeds Pet May 20 Ord May 20
BOTHAMLEY, THOMAS FREDERICK, Langley Mill, Derby, Tailor Derby Pet May 23 Ord May 23
BOX, CHARLES, Chester, Licensed Victualler Chester Pet May 23 Ord May 23
BREARLEY, HENRY, Chorlton cum Hardy, nr Manchester, Butter Merchant Manchester Pet May 4 Ord May 24
BROADWAY, HERBERT, Motcombe, Dorset, Job Master Salisbury Pet May 23 Ord May 23
CAMPKIN, JOHN, Evesham, Worcester Worcester Pet May 1 Ord May 22
CARLING, ALEXANDER HAMILTON, Stockton on Tees, Photographer Stockton on Tees Pet May 23 Ord May 23
COPELAND, WILLIAM, Biddulph, Stafford, Grocer Macclesfield Pet May 22 Ord May 22
DAVIES, RICHARD, Cwmavon, Glam, Cycle Agent Neath Pet May 22 Ord May 22
DOWNHAM, FREDERICK, Basingstoke, Hants, Baker Winchester Pet May 17 Ord May 24
FARMER, FRANCIS, Ogmore Vale, Glam, Milk Vendor Cardiff Pet May 23 Ord May 23
FRENCH, WILLIAM HENRY, and ERNEST FRENCH, Rugby, Confectioners Coventry Pet May 24 Ord May 24
GILMAN, HERBERT, Nottingham, Joiner Nottingham Pet May 23 Ord May 23
GOULD, FREDERICK JAMES, Liverpool, Grocer Liverpool Pet May 22 Ord May 22
HALSEY, EDWARD, Watford, Manufacturing Confectioner Aylesbury Pet May 24 Ord May 24
HOGAN, JAMES, jun, Glanadda, Carnarvon, Hawker Bangor Pet May 22 Ord May 22
HORSMAN, THOMAS, Bradford, Nurseryman Bradford Pet May 23 Ord May 23
JEFFRIES, WILLIAM SEYMOUR, Richmond, Surrey, Commercial Traveller Wandsworth Pet May 6 Ord May 23
JOHNSON, JAMES, Hepworth, Suffolk, Grocer Norwich Pet May 24 Ord May 24
JOHNSTONE, ROBERT, Nottingham, Draper Nottingham Pet May 23 Ord May 23
JONES, JAMES, Scarborough, Ropemaker Scarborough Pet May 23 Ord May 23
LEWIS, THOMAS ALBERT, Worcester, Licensed Victualler Worcester Pet May 23 Ord May 23
LINK, ELIZABETH, Bethersden, Kent Canterbury Pet May 22 Ord May 22
MAYMAN, WILLIAM HERBERT, Hereford, Licensed Victualler Hereford Pet May 24 Ord May 24
MILLEN, GEORGE STEPHEN, Bath st, City rd, Cheesemonger High Court Pet May 24 Ord May 24
MORRIS, JAMES, Trecynon, Aberdare, Bread Salesman Aberdare Pet May 23 Ord May 23
PEARMAN, HARRY MUNRO, Swindon, Wilts, Refreshment Caterer Swindon Pet May 22 Ord May 22
PICKARD, ALFRED, Whitchurch, Hants, Farm Assistant Salisbury Pet May 23 Ord May 23
POTTINGER, STEPHEN, York rd, Islington, Cab Proprietor High Court Pet May 16 Ord May 23
RANFT, JACOB, Neath, Glam, Draper Neath Pet May 8 Ord May 22
READ, HENRY, Gt Grimsby, Journeyman Butcher Gt Grimsby Pet May 22 Ord May 22
RENNARDSON, MARK, Kingston upon Hull, Journeyman Joiner Kingston upon Hull Pet May 22 Pet May 22
RIPPIN, WILLIAM GEORGE, Leytonstone, Licensed Victualler High Court Pet April 29 Ord May 23
ROGERS, RICHARD, Plymouth, Carpenter Plymouth Pet May 22 Ord May 22
ROMANOWSKI, ANNIE AUGUSTA, Derby, Hairdresser Derby Pet May 18 Ord May 23
SAVAGE, ROBERT, Hythe, Kent, Dairyman Canterbury Pet May 24 Ord May 24
SEALEY, BERNARD, Redditch, Worcester, Fish Hook Maker Birmingham Pet May 22 Ord May 22
SHIELD, GEORGE WILLIAM, Watford, Commission Agent St Albans Pet May 5 Ord May 20
SMITH, GEORGE, Boylestone, Derby, Carter Burton on Trent Pet May 24 Ord May 24
SMITH, WILLIAM, Smethwick, Stafford, Plumber West Bromwich Pet May 22 Ord May 22
STILL, GEORGE, Gowrie rd, Wandsworth, Licensed Victualler High Court Pet April 10 Ord May 22
TAGLIAFERRO, FREDERICK ADRIAN, St Helen's pl High Court Pet April 19 Ord May 22
TAYLOR, THOMAS ALFRED, Aston New Town, Warwick, Boot Dealer Birmingham Pet May 18 Ord May 22
TEBBS, JOHN, Bristol, Business Transfer Agent Bristol Pet May 2 Ord May 22
WALKER, FREDERICK VINCENT, Finchley rd, Dentist High Court Pet March 28 Ord May 22
WHEATLEY, HENRY, Pontefract, Liquorice Refiner Wakefield Pet May 22 Ord May 22
WILKINSON, THOMAS, Middlesbrough, Labourer Middlesbrough Pet May 24 Ord May 24
WILKINSON, WILLIAM, Lancaster, Stonemason Preston Pet May 23 Ord May 23
WILKS, WILLIAM, Southsea, Hants, Confectioner Portsmouth Pet May 23 Ord May 23
WILLIAMS, HEDLEY REGINALD SMITH, Maesteg, Glam Cardiff Pet May 23 Ord May 23
WILLIAMS, STEPHEN, Winterslow, Wilts, Labourer Salisbury Pet May 23 Ord May 23

London Gazette.—TUESDAY, May 30.

RECEIVING ORDERS.

ALLERTON, JOHN, Middlesbrough, York, Coal Dealer Middlesbrough Pet May 26 Ord May 26
BOND, ALFRED, Sheffield, Ironmonger Sheffield Pet May 27 Ord May 27
BREAREY, ERNEST, Batley, York, Farm Labourer Dewsbury Pet May 25 Ord May 25
CRAVEN, THOMAS, Morriston, Swansea, Hairdresser Swansea Pet May 27 Ord May 27
DALES, JAMES FREDERICK, Gt Grimsby, Fisherman Gt Grimsby Pet May 26 Ord May 26
DAVID, WILLIAM ROBERT, Bridgend, Grocer Cardiff Pet May 24 Ord May 24
DRYSDALE, JOHN WILLIAM, Crechurch ln, Fibre Merchant High Court Pet May 27 Ord May 27
FISHER, CAROLINE MARY, Cadogan gdns High Court Pet April 10 Ord May 26
FOWLER, VINCENT, Swindon, Wilts, Grocer Swindon Pet May 27 Ord May 27
FREEAR, JEREMIAH, Stanground, Huntingdon, Carter Peterborough Pet May 27 Ord May 27
GARDNER, DAVID BOTTRILL, Copthall bldgs, Accountant High Court Pet May 27 Ord May 27
HACKETT, SAMUEL, Stapleford, Notts, General Decorator Derby Pet May 26 Ord May 26
HENDERSON, ÆNEAS, Radcliffe, Lancs, Medical Practitioner Bolton Pet May 27 Ord May 27
HILL, DEXTER, Great Dalby, Leicester, Blacksmith Leicester Pet May 27 Ord May 27

HUMPHRISS, EDWARD, Uttoxeter, Dairyman Burton on Trent Pet May 25 Ord May 25
HUTCHINSON, JOHN, Horwich, Lancs, Insurance Agent Bolton Pet April 29 Ord May 19
JONES, JOHN, Blaengarw, Glam, Collier Cardiff Pet May 24 Ord May 24
JONES, THOMAS REES, Ystradgynlais, Brecon, Colliery Labourer Neath Pet May 26 Ord May 26
KINGSTON, THOMAS, Willenhall, Staffs, Wholesale General Dealer Wolverhampton Pet May 25 Ord May 25
LELEU, FREDERICK, Bavington rd, Streatham, Fish Salesman High Court Pet May 26 Ord May 26
MARTIN, WILLIAM HENRY, Derby, Hosier Derby Pet May 25 Ord May 25
MORGAN, JESSIE BOADE, Bristol, Tailor Bristol Pet May 27 Ord May 27
NEEDS, FRANK, Grangetown, Cardiff, Baker Cardiff Pet May 25 Ord May 25
POWER, GEORGE, Oxford ter, Edgware rd, Actor High Court Pet April 18 Ord May 24
ROBERTS BROTHERS, Charterhouse st, Licensed Victuallers High Court Pet April 8 Ord May 25
RUMILLY, ALFRED, St Helen's pl High Court Pet April 6 Ord May 25
SEAGER, EDWIN ANGEL, Worthing, Confectioner Brighton Pet May 27 Ord May 27
SHEPHERD & Co, G L, Bournemouth, Builders Poole Pet May 8 Ord May 26
SMITH, ALFRED KERSEY, Cheltenham, Clothier Cheltenham Pet May 24 Ord May 24
SMITH, CHARLES HENRY, Kingston upon Hull, Fish Merchant Kingston upon Hull Pet May 27 Ord May 27
SMITH, WILLIAM EDWARD, Gloucester, Baker Gloucester Pet May 25 Ord May 25
STEVENS, ANDREW LEAH, and WILLIAM ANDREW STEVENS, Plymouth, Fruit Merchants Plymouth Pet May 25 Ord May 25
STOUARTON, AUBERON JOSEPH, Curzon st, Mayfair High Court Pet March 31 Ord May 25
SYDER, JAMES, Costessey, Norfolk, Commission Agent Norwich Pet May 25 Ord May 25
WALLIS, CHARLES J, Hastings, Boarding house Keeper Hastings Pet May 11 Ord May 25
WHITE, ALFRED JOSEPH, Newland, Worcester, Farmer Worcester Pet May 11 Ord May 27
WILLIAMS, JOHN DONOVAN, Kingston upon Hull Kingston upon Hull Pet May 27 Ord May 27
WOODBERRY, FREDERICK WILLIAM, Bilston, Stafford, Baker Wolverhampton Pet May 27 Ord May 27
YOUNG, CHARLES, Yarlington, Somerset, Road Contractor Yeovil Pet May 25 Ord May 25
Amended notice substituted for that published in the London Gazette of May 19:
LEWIS, AUGUSTUS, Porthkerry, Glam Cardiff Pet April 26 Ord May 16

FIRST MEETINGS.

ADAMS, THOMAS, Bournemouth, Fruiterer June 9 at 3 Off Rec, Midland Bank chmbrs, High st, Southampton
ALLERTON, JOHN, Middlesbrough, Coal Dealer June 16 at 12.30 Off Rec, 8, Albert rd, Middlesbrough
BERTRAM, ERNEST VERNON, Gt Windmill st, Company Director June 9 at 12 Bankruptcy bldgs, Carey st
BOTHAMLEY, THOMAS FREDERICK, Langley Mill, Derby, Tailor June 8 at 12 Off Rec, 47, Full st, Derby
BOX, CHARLES, Chester, Licensed Victualler June 7 at 11.30 Crypt chmbrs, Eastgate row, Chester
BRAVO, BARNETT, Ilford, Tobacconist June 9 at 12 14, Bedford row
BREARLEY, ERNEST, Batley, York, Farm Labourer June 7 at 10.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury
BREARLEY, HENRY, Chorlton cum Hardy, nr Manchester, Butter Merchant June 7 at 3 Off Rec, Byrom st, Manchester
BROADWAY, HERBERT, Motcombe, Dorset, Job Master June 8 at 1.30 Off Rec, City chmbrs, Catherine st, Salisbury
CARLING, ALEXANDER HAMILTON, Stockton on Tees, Photographer June 21 at 3 Off Rec, 8, Albert rd, Middlesbrough
CLEMENTS, WILLIAM, Hove, Sussex, Cook June 7 at 12 4, Pavilion bldgs, Brighton
COPELAND, WILLIAM, Burslem, Staffs, Grocer June 9 at 11 Off Rec, 23, King Edward st, Macclesfield
DAVIES, RICHARD, Cwmavon, Glam, Cycle Agent June 9 at 12 Off Rec, 31, Alexandra rd, Swansea
FISHER, CAROLINE MARY, Erdington gdns June 9 at 11 Bankruptcy bldgs, Carey st
HAIRE, JOSEPH HENRY, Blackheath, Builder June 8 at 11.30 24, Railway app, London Bridge
HALL, WILLIAM, Smethwick, Stafford, Baker June 8 at 11 191, Corporation st, Birmingham
HARRIS, HENRY COSENS, Melcombe Regis, Stationer June 8 at 2 Off Rec, City chmbrs, Catherine st, Salisbury
HARRIS, WILLIAM, Landore, Swansea, Spelterman June 7 at 12 Off Rec, 31, Alexandra rd, Swansea
HOGAN, JAMES, jun, Glanadda, Bangor, Hawker June 7 at 12 Crypt chmbrs, Eastgate row, Chester
HUTCHINSON, JOHN, Horwich, Lancs, Insurance Agent June 8 at 3 19, Exchange st, Bolton
HYDE, JOHN, Hornchurch, Essex, Butcher June 9 at 3 14, Bedford row
JOHNSON, JAMES, Hepworth, Suffolk, Grocer June 7 at 1.30 Off Rec, 8, King st, Norwich
JONES, JAMES, Scarborough, Ropemaker June 7 at 4 74, Newborough, Scarborough
KENDALL, JANE, Walsall, Draper June 8 at 11.30 Off Rec, Wolverhampton
KIRKPATRICK, FANNY, Leicester, Draper June 7 at 12 Off Rec, 1, Berridge st, Leicester
LANE, TOM, Smethwick, Stafford, Baker June 8 at 12 191, Corporation st, Birmingham
LELEU, FREDERICK, Streatham, Fish Salesman June 8 at 11 Bankruptcy bldgs, Carey st
LINE, ELIZABETH, Bethersden, Kent, Butcher June 22 at 9.30 Off Rec, 68, Castle st, Canterbury
LIPSON, EVA, Sheffield, Cabinet Manufacturer June 7 at 12.30 Off Rec, Fitzroe ln, Sheffield
MCCOMBIE, CHARLES FIELD, St Dunstan's hill, Merchant June 7 at 2.30 Bankruptcy bldgs, Carey st
MARTIN, WILLIAM HENRY, jun, Derby, Boot Dealer June 7 at 3.30 Off Rec, 47, Full st, Derby
MILLEN, GEORGE STEPHEN, Bath st, City rd, Cheesemonger June 7 at 11 Bankruptcy bldgs, Carey st
MILLER, THOMAS, Welford, Northants, Machinist June 7 at 3 Off Rec, 1, Berridge st, Leicester
MORRIS, JAMES, Trecynon, Aberdare, Bread Salesman June 7 at 12 135, High st, Merthyr Tydfil
NORRIS, HENRY THOMAS, Deal, Kent, House Decorator June 8 at 12.30 Off Rec, 68, Castle st, Canterbury
OVER, EDWARD, Camberley, Surrey, Estate Agent June 9 at 2.30 Bankruptcy bldgs, Carey st
OWENS, JOHN HENRY, Llanhilleth, Mon, Miner June 8 at 1 Off Rec, Westgate chmbrs, Newport, Mon
PEARMAN, HARRY MUNRO, Swindon, Wilts, Refreshment Caterer June 8 at 11 Off Rec, 38, Regent circus, Swindon
PILLERS, ERNEST JAMES, Redland, Bristol, Solicitor June 7 at 12 Off Rec, 26, Baldwin st, Bristol
POWER, GEORGE, Oxford ter, Edgware rd, Actor June 8 at 11 Bankruptcy bldgs, Carey st
RENNARDSON, MARK, Kingston upon Hull, Journeyman Joiner June 7 at 11 Off Rec, Trinity House ln, Hull
ROBERTS BROTHERS, Charterhouse st, Licensed Victuallers June 7 at 12 Bankruptcy bldgs, Carey st
RODDIS, CAPEL, Wavertree, Liverpool, Boot Dealer June 7 at 12 Off Rec, 35, Victoria st, Liverpool
RUMILLY, ALFRED, St Helen's pl June 8 at 12 Bankruptcy bldgs, Carey st
RUSSELL, JAMES, Bishopsworth, Somerset, Farmer June 7 at 11.30 Off Rec, 26, Baldwin st, Bristol
SAVAGE, ROBERT, Hythe, Kent, Dairyman June 8 at 12 Off Rec, 68, Castle st, Canterbury
SCUDAMORE, JAMES E, King's Heath, Worcester, Grocer June 7 at 12 191, Corporation st, Birmingham
SHIELD, GEORGE WILLIAM, Watford, Commission Agent June 7 at 12 14, Bedford row
SMITH, ROBERT, Halifax, Coach Builder June 7 at 3 Off Rec, Townhall chmbrs, Halifax
STEVENS, ANDREW LEAH, and WILLIAM ANDREW STEVENS, Plymouth, Fruit Merchants June 9 at 11 Off Rec, 6, Athenæum ter, Plymouth
STONE, FREDERICK WILLIAM, Fishponds, Bristol, Labourer June 7 at 11.45 Off Rec, 26, Baldwin st, Bristol
STOURTON, AUBERON JOSEPH, Curzon st, Mayfair June 8 at 2.30 Bankruptcy bldgs, Carey st
TAYLOR, THOMAS ALFRED, Aston New Town, Warwick, Boot Dealer June 9 at 11 191, Corporation st, Birmingham
TYLER, WALTER, Leicester, Boot Manufacturer June 8 at 12 Off Rec, 1, Berridge st, Leicester
VALLINTINE, ALBERT E, and JAMES T CHANDLER, Dover, Plumbers June 22 at 9 Off Rec, 68, Castle st, Canterbury
WALTON, CHARLES CONRAD, JOHN ERNEST WALTON, and SARAH BEATRICE WALTON, Sunderland, Jewellers June 8 at 3 Off Rec, 3, Manor pl, Sunderland
WHITE, ALFRED JOSEPH, Malvern, Worcester, Farmer June 10 at 11.30 45, Copenhagen st, Worcester
WILKINSON, THOMAS, Middlesbrough, Labourer June 16 at 12.30 Off Rec, 8, Albert rd, Middlesbrough
WILSON, RICHARD, Landore, Butcher June 7 at 12.30 Off Rec, 31, Alexandra rd, Swansea
WOLFF, SIMON, Lower Clapton rd, Builder June 7 at 11 Bankruptcy bldgs, Carey st
WYNNE, THOMAS, Carnarvon, Coal Merchant June 7 at 12.30 Crypt chmbrs, Eastgate row, Chester

ADJUDICATIONS.

ALLERTON, JOHN, Middlesbrough, Coal Dealer Middlesbrough Pet May 26 Ord May 26
ARMSTRONG, JAMES TARBOTTON, Hughenden, Bucks, Merchant High Court Pet Feb 21 Ord May 26
BARRETT, THOMAS HENRY, Upham, nr Bishop's Waltham, Baker Southampton Pet May 17 Ord May 25
BOND, ALFRED, Sheffield, Ironmonger Sheffield Pet May 27 Ord May 27
BRAVO, BARNETT, Ilford, Essex, Tobacconist Chelmsford Pet May 2 Ord May 24
BREARLEY, ERNEST, Batley, York, Farm Labourer Dewsbury Pet May 25 Ord May 25
BRINDLEY, ALBERT RICHARD, Hanley, Watchmaker Hanley Pet May 11 Ord May 25
BURGIS, CHARLES COLES, Abingdon, Berks, Grocer Oxford Pet May 5 Ord May 27
CHIDDENTON, THOMAS WILLIAM, Kentish Town, Boot Dealer High Court Pet May 6 Ord May 25
CRAVEN, THOMAS, Morriston, Swansea, Hairdresser Swansea Pet May 27 Ord May 27
DALBY, JAMES FREDERICK, Gt Grimsby, Fisherman Gt Grimsby Pet May 26 Ord May 26
DAVID, WILLIAM ROBERT, Bridgend, Grocer Cardiff Pet May 24 Ord May 24
DRYSDALE, JOHN WILLIAM, Crosschurch ln, Fibre Merchant High Court Pet May 27 Ord May 27
FOWLER, VINCENT, Swindon, Wilts, Grocer Swindon Pet May 27 Ord May 27
FREEAR, JEREMIAH, Stanground, Huntingdon, Carter Peterborough Pet May 27 Ord May 27
GALE, ARTHUR, Fleet, Southampton, Builder Guildford Pet April 28 Ord May 19
GOODMAN, JOSEPH, Bartholomew close, Wholesale Draper High Court Pet March 2 Ord May 27
HACKETT, SAMUEL, Stapleford, Notts, General Decorator Derby Pet May 26 Ord May 26
HALL, WILLIAM, Smethwick, Stafford, Baker West Bromwich Pet April 20 Ord May 27
HENDERSON, ÆNEAS, Radcliffe, Lancs, Medical Practitioner Bolton Pet May 27 Ord May 27
HILL, DEXTER, Gt Dalby, Leicester, Blacksmith Leicester Pet May 27 Ord May 27
HUMPHRISS, EDWARD, Uttoxeter, Dairyman Burton on Trent Pet May 25 Ord May 25
HUTCHINSON, JOHN, Horwich, Lancs, Insurance Agent Bolton Pet April 29 Ord May 27
JONES, JOHN, Blaengarw, Glam, Collier Cardiff Pet May 24 Ord May 24
JONES, THOMAS REES, Ystradgynlais, Brecon, Colliery Labourer Neath Pet May 26 Ord May 26
KENDALL, JANE, Walsall, Draper Walsall Pet May 3 Ord May 23
KINGSTON, THOMAS, Willenhall, Stafford, Wholesale General Dealer Wolverhampton Pet May 25 Ord May 25
LELEU, FREDERICK, Streatham, Fish Salesman High Court Pet May 26 Ord May 26
MARTIN, WILLIAM HENRY, jun, Derby, Boot Dealer Derby Pet May 25 Ord May 25
MEMBERY, SYDNEY, Tipton, Staffs, Fruiterer Dudley Pet April 18 Ord May 26
MORGAN, JESSIE BOADE, Bristol, Tailor Bristol Pet May 27 Ord May 27
MYERS, THOMAS ATKINSON, Rodley, Leeds, Grocer Leeds Pet May 11 Ord May 26
NAPPER, HENRY GEORGE, Richmond, Surrey, Corn Merchant Wandsworth Pet May 19 Ord May 25
NEEDS, FRANK, Grangetown, Cardiff, Baker Cardiff Pet May 25 Ord May 25
NORRIS, HENRY THOMAS, Deal, House Decorator Canterbury Pet May 23 Ord May 27
PICKARD, JOHN GEORGE, Turner's Hill, Sussex, Builder Tunbridge Wells Pet May 8 Ord May 26
PLATTS, LAWRENCE HEMSLEY, Nottingham, Lace Agent Nottingham Pet May 6 Ord May 25
ROBINSON, THOMAS, Aston, Warwick, Grocer Birmingham Pet May 23 Ord May 25
RUSSELL, JAMES, Bishopsworth, Somerset, Farmer Bristol Pet May 22 Ord May 26
SCOTT, SAM, Liversedge, York, Innkeeper Dewsbury Pet April 28 Ord May 24
SHAW, ALBERT EDWARD, Rugeley, Stafford, Jeweller Stafford Pet May 10 Ord May 26
SMITH, ALFRED KERSEY, Cheltenham, Clothier Cheltenham Pet May 24 Ord May 24
SMITH, CHARLES HENRY, Kingston upon Hull, Fish Merchant Kingston upon Hull Pet May 27 Ord May 27
SMITH, ROBERT, Halifax, Coach Builder Halifax Pet May 23 Ord May 25
SMITH, WILLIAM EDWARD, Gloucester, Baker Gloucester Pet May 25 Ord May 25
STEVENS, ANDREW LEAH, and WILLIAM ANDREW STEVENS, Plymouth, Fruit Merchants Plymouth Pet May 25 Ord May 25
SYDER, JAMES, Costessey, Norfolk, Commission Agent Norwich Pet May 25 Ord May 25
VALLINTINE, ALBERT E, and JAMES T CHANDLER, Dover, Plumbers Canterbury Pet March 24 Ord May 25
WHITE, ALFRED JOSEPH, Newland, Malvern, Farmer Worcester Pet May 11 Ord May 27
WILLIAMS, JOHN DONOVAN, Kingston upon Hull Kingston upon Hull Pet May 27 Ord May 27
WOODBERRY, FREDERICK WILLIAM, Bilston, Staffs, Baker Wolverhampton Pet May 27 Ord May 27
YOUNG, CHARLES, Yarlington, Somerset, Road Contractor Yeovil Pet May 25 Ord May 25
Amended notice substituted for that published in the London Gazette of May 19:
STENT, GEORGE HERBERT, Canterbury, Fruiterer Canterbury Pet May 16 Ord May 16